

### VOLUME V

## TRANSCRICT OF RECORD

## Supreme Court of the United States

OUTOBER TERM 4984

No. 296

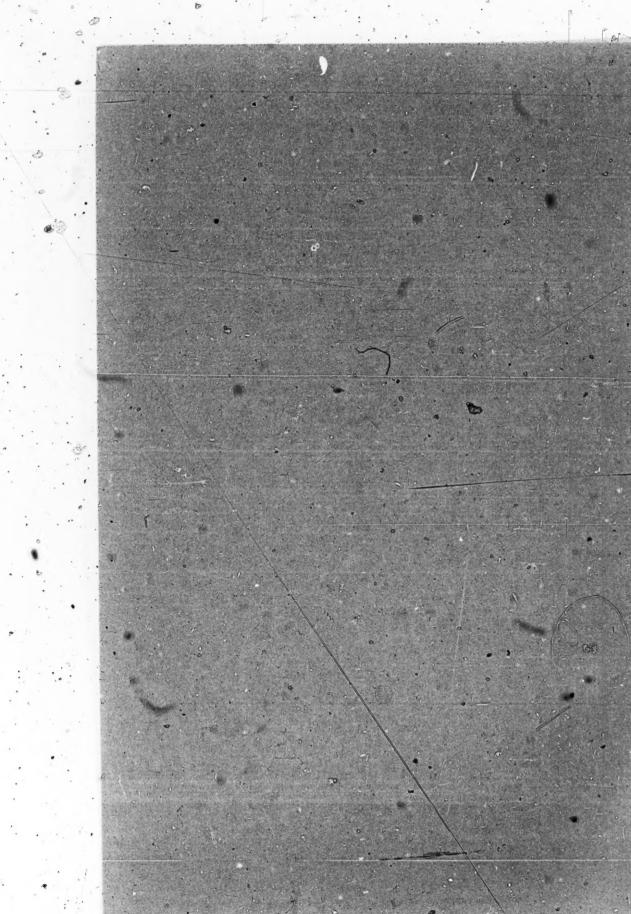
THE GOODYEAR TIRE & RUBBER COMPANY, PETITIONER,

28.

FEDERAL TRADE COMMISSION.

ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTS CIRCUIT

PETITION FOR CERTIORARI FILED JULY 17, 1964 CERTIORARI GRANTED DECEMBER 14, 1964



No. 296

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Office Supreme Court, U.S.

JUL 17-1964

MONN F. DAVIS, CLERK

In the

# United States Court of Appeals

For the Seventh Circuit

No. 13339

THE GOODYEAR TIRE & RUBBER COMPANY,

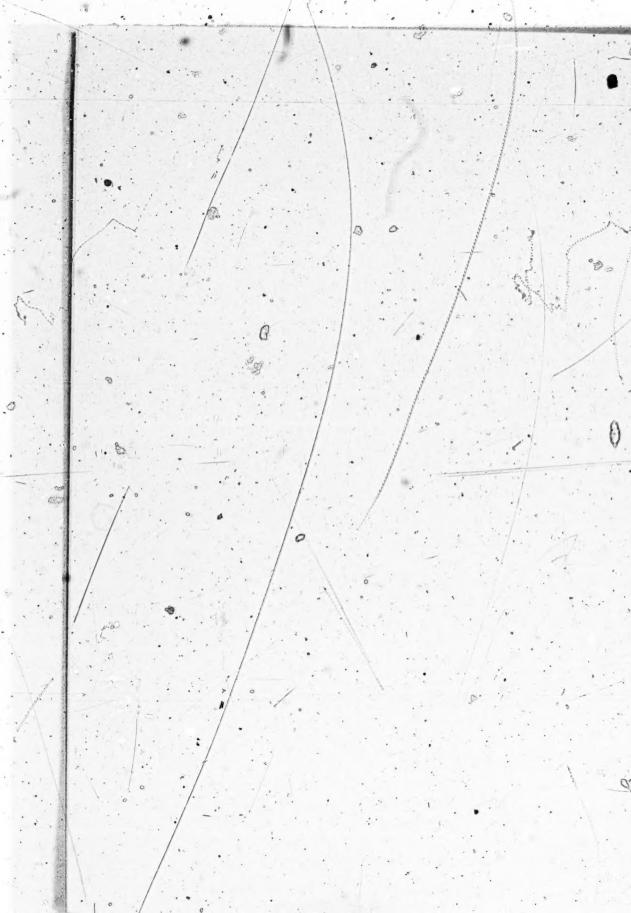
Petitioner,

FEDERAL TRADE COMMISSION,

Respondent.

Petition to Review and Set Aside Order of the Federal Trade Commission.

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# RESPONDENT'S EXHIBITS,

 1—Atlantic Lease Form B-3191, 8-52, signed by John Chambers and J. O. Estlow
2—Atlantic Form B-765, 11/53, Mutual Consent of
Cancellation, signed by John Chambers and J. O. Estlow
3—Letter, February 26, 1953, from Jack Pollock to The Atlantic Refining Company
4-Atlantic Form B-765, 11/53, Mutual Consent of
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# COMMISSION EXHIBIT NO. 255.

October, 13, 1954

Mr. G. B. Gasen-Niebling Carlisle St. & Hunting Park Ave. Phila. Pa.

. Dear Mr. Gason-Niebling:

In accordance with the terms of your lease with The Atlantic Refining Company dated June 30, 1954, this is to inform you of the faults in compliance with the obligations imposed by that lease.

1. The standard of housekeeping maintained by you is deficient.

2 You do not maintain records adequate enough to reflect financial status and return from various phases of your business.

3. Your hours of operation are not consistent and are not in line with your neighborhood competition.

You are further reminded that, in accordance with the terms of your lease, you have 15 dats from the day you receive this notice to remedy these faults; otherwise your lease will have been breached."

Cordially yours,

A. R. Sanporn District Manager

E McC-mb Registered Letter.

# 3328 COMMISSION EXHIBIT NO. 256A.

September 20, 1954

Registered Mail
Return Receipt
Mr. Albert J. Hoffman
1502 Tonnelle Avenue
North Bergen, N. J.

# Dear Mr. Hoffman:

In accordance with the terms of your lease with The Atlantic Refining Company, dated April 1, 1954, this is to inform you of defaults in compliance with Clause 3 (Purpose and Use Clause) of that lease.

- The standard of housekeeping established by Atlantic has not been maintained satisfactorily by you.
- 2. From our observations, we note irregular hours of operation of your station to the point that we believe your market area is not being properly served.
- 3. You are conducting a repair garage rather than a service station.
  - 4. As a result of this repair work, there are numerous wrecks parked on the property.
  - 5. You are using the premises for the sale of used cars.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy these defaults, otherwise your lease will have been breached.

Yours truly,

The Atlantic Refining Company
/s/ Leslie Geer
Leslie Geer

LG :el

COMMISSION EXHIBIT NO. 256B.

Copy

Law Offices

Bradley and Heck Hillside Avenue Tenafly, New Jersey

September 30, 1954

Atlantic Refining Company 1111 Delancy Street Newark 5 N. J.

Attn: Mr. Leslie Geer

Dear Sir:

Your letter of September 20th, 1954 addressed to Mr. Albert J. Hoffman of North Bergen has been referred to me. After an investigation and inspection of the premises, we have come to the conclusion that there is no reasonable basis for your allegations of defaults under Mr. Hoffman's lease.

The standard of housekeeping appears to be good, and I understand that you have made no effort to take care of any maintenance work or painting of the premises, in spite of requests by the lessee to that effect. The allegation that he is conducting a repair garage is frivolous, as is the assertion that the premises are being used for the sale of used cars. The only used cars on the premises are those belonging to the lessee, and licensed in his name, and being used by him in connection with his business. It is possibly true that a customer's car may be parked here from time to time awaiting service, but I would there construe that as a breach.

I would suggest that a little cooperation from your

field representative would do a great deal to improve your company's relationships with this dealer. That angle might bear some looking into.

Very truly yours,

/s/ Stanley W. Bradley

B:B

3330

COMMISSION EXHIBIT NO. 256C.

Atlantic

Copy B-765 11/53

Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and Albert J. Hoffman of North Bergen, State of New Jersey hereby agree that their certain Lease Agreement dated March 11, 1954 affecting premises situated at 1502 Tonnelle Avenue in North Bergen County of Hudson State of New Jersey A. J. H. (Initialed in ink) shall by mutual consent expire as of November 15, E.J. 1954, because

In Witness Whereof the parties hereto have duly executed this agreement as of the 15th day of November 1954.

The Atlantic Refining Company

Witnesses:

H. A. Millerick

E. J. Keierleber

By: J. O. Estlow

Regional Manager of Marketing Albert J. Hoffman

#### COMMISSION EXHIBIT NO. 257A.

The Atlantic Refining Company

November 12, 1953

Registered Mail
PNJ:EMcC
(Return Receipt Requested)
Mr. Aniello L. Iacona
Providence Road and South Avenue
Secane, Pennsylvania

# Dear Mr. Iacona:

In accordance with the terms of your lease with The Atlantic Refining Company, dated September 28, 1953, this is to inform you of defaults in compliance with the obligations imposed by that lease.

- 1. The standard of housekeeping maintained by you is deficient.
- 2. The efficiency of services performed at your station is not on a par with competition.
- 3. You have not met the minimum requirements for display.
- 4. Personnel are poorly trained.
- 5. You do not have a regular program for expanding sales, involving direct mail campaigns, personal solicitation, etc.
- 6. You do not maintain records, adequate to reflect financial status and return from various phases of your business.

You are further reminded that, in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice, to remedy these defaults; otherwise, your lease will have been breached.

Very truly yours,

COMMISSION EXHIBIT NO. 257B.

Copy

Law Offices

Catania & Gorbey

106 East Fifth Street
Chester Del. Co. Penna.
Phone Chester 4-4391

Francis J. Catania James H. Gorbey

November 19, 1953 -

The Atlantic Refining Company 260 South Broad Street Philadelphia 1, Pennsylvania

Attention: A. R. Sanborn

Dear Sir:

Please be advised that I represent Mr. Aniello L. Iacona who operates the station at Providence Road and South Avenue, Secane, Pennsylvania.

Your tenant has handed me your letter of November 12, 1953 outlining six alleged deficiencies under his lease dated September 28, 1953.

I have investigated the facts set forth in your letter, and I have determined that the charges contained therein are without foundation. In fact, it appears that the real reason for the charges in your letter are based on my client's refusal to purchase T. B. A. supplies from Mr. Parris who appears to have a local monopoly on T. B. A. supplies and equipment.

If you persist in the conditions set forth in your letter of November 12, 1953, I shall be obliged to contact the federal authorities dealing with this type of monopolistic practices.

If you have anything further in reference to this case, will you bindly contact me and have your salesman refrain from annoying my client at his place of business.

Very truly yours,

/s/ Francis J. Catania Francis J. Catania

FJC/c

3333 COMMISSION EXHIBIT NO. 257C.

November 25, 1953

Francis J. Catania, Esquire 106 East Fifth Street Chester, Pennsylvania

Dear Sir:

The accusation that Atlantic is threatening lease cancellation to coerce your client into purchasing TBA from a designated source is rejected because

- 1. It has no basis in suit.
- 2. Atlantic has not, cannot, and will not coerce Dealers to do, or not to do, anything, at any time:

Perhaps the clearest proof that your client has mislead you lies in the fact that if he remedies, within the period of time designated in the lease, the specified deficiencies in his business performance existing at the time our September 28, 1953 warning letter was issued, the lease will not be cancelled. In fact, I am certain that if he en evidenced an honest intention to improve his business performance, Atlantic would gladly give him both opportunity and assistance.

Atlantic's position is simply this: Atlantic Dealers will lawfully and diligently carry on a first-class competitive service station operation or they will not be Atlantic

Dealers. We are confident that our policy and practice are one and the same—and entirely legal. It follows that our concern about informers, as well as threats from potential informers, is nil, as evidenced by the copies of this letter and your correspondence which have been sent directly to the Federal Trade Commission.

Very truly yours,

Legal Department

RDJ:1h

cc: Bartley T. Garvey, Esq.
Federal Trade Commission
Washington 25, D. C.

3334 COMMISSION EXHIBIT NO. 258A.

cc.—Mr. R. D. Jackson Mr. T. J. Breslin Mr. W. D. Gaestel Mr. W. B. Knapp

Registered Mail
Return Receipt
Mr. Thomas J. Policastro
Hudson Blvd. and 88th St.
North Bergen, N. J.

# Dear Mr. Policastro:

In accordance with the terms of your lease with The Atlantic Refining Company, dated April 1, 1956, this is to inform you of defaults in compliance with Clause 3 (Purpose and Use Clause) of that lease.

1. The standard of housekeeping established by Atlantic has not been maintained satisfactorily by you.

- 2. From our observations, we note irregular hours of operation of your station to the point that we believe your market area is not being properly served.
- You are conducting a repair garage rather than a service station.
- 4. As, a result of this repair work, there are numerous discarded parts scattered over the station premises.
- 5. You have multilated Company property. Specifically, you cut two holes through the overhead door in the wash bay side of the station where we are informed you re exhaust tubes from cars you were running inside the station.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the day you receive this notice to remedy these defaults, otherwise your lease will have been breached.

Yours truly,

The Atlantic Refining Company
Leslie Geer.

# 3335 COMMISSION EXHIBIT NO. 258B.

June 4, 1956

Mr. Thomas J. Policastro Hudson Blvd. and 88th St. North Bergen, N. J.

#### Dear Mr. Policastro:

It was extremely gratifying to both Mr. Gaestel and myself to find your spirit of cooperation manifested in your having done such an outstanding job in cleaning your station and to hear you say you were not yet satisfied and were going to continue to improve it.

We were also pleased to receive your promise to operate your station under normal station hours.

I am sure that with this cooperation and our working together that your gallons will rapidly increase and you can be sure that we will do all within our policies to help you achieve this goal.

Sincerely,

Leslie Geer

LG:el

cc-Mr. R. D. Jackson

Mr. T. J. Breslin

Mr. W. D. Gaestel.

Mr. W. B. Knaap

### COMMISSION EXHIBIT NO. 259.

July 5, 1956

Mr. A. Bernett Pawtucket and Ferris Rumford 16, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated October 1, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not kept an adequate inventory on tires, batteries, and accessories to serve normal customer needs without delay.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
District Manager

LEC:MEM

CC Messrs. T. A. Wagner O. K. Schmid

COMMISSION EXHIBIT NO. 260.

July 13, 1956

Mr. R. L. Bisson 469 Benefit Street Pawtucket, R. I.

#### Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated December 18, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have failed to maintain on a current basis records adequate to reflect financial status and return from various phases of your business.

You are further reminded that in accordance with the options of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company

District Manager.

LEC:MEM

CC Messrs. T. A. Wagner
O. K. Schmid

#### COMMISSION EXHIBIT NO. 261.

October 21, 1955

Mr. Charles Davis
West Shore Road & Carpenter St.
Warwick, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated January 1, 1954, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease you wilf be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company
By

District Manager.

LEC/mw

Copy:—

T. S. Davis

O. K. Schmid

# COMMISSION EXHIBIT NO. 262.

April 1st, 1954

Mr. Herman DeFelice c/o Herm's Atlantic Serv. Sta. Willew & Nicoll Streets New Haven, Connecticut

#### Dear Mr. DeFelice:

In accordance with the terms of your lease with The Atlantic Refining Company dated July 1, 1953, this is to inform you of defaults in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping in the rest room as revealed by the customer inspection report of March 23, 1954 wherein you scored 42%.

You have not maintained a satisfactory level of service on the driveway as revealed by the customer inspection report of March 23, 1954 wherein you scored 60%.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Very truly yours,

The Atlantic Refining Company
W. F. van Haagen,
District Sales Manager.

WFvH:vk

CC: H. W. Jollie C. H. Pence

# COMMISSION EXHIBIT NO. 263.

February 21, 1956

Mr. Leo F. DiMaio 392 Broadway & Courtland Street Providence, Rhode Island

#### Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated July 7, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained clean, sanitary premises inside and out.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company, District Manager.

LEC:MEM

CC Messrs. A. G. Lyle O. K. Schmid

### 3341 COMMISSION EXHIBIT NO. 264.

January 12, 1956

Mr. Howard F. Hambly Atlantic Super Service 205 Meeting Street Providence, Rhode Island

#### Dear Sir:

In accordance with the terms of your lease with the Atlantic Refining Company dated January 25, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Very truly yours,

The Atlantic Refining Company, District Manager.

LEC:MEM

de

CC Messrs. A. G. Lyle
O. K. Schmid

# COMMISSION EXHIBIT NO. 265.

April 1st, 1954

Mr. Lawrence E. Noel c/o Larry's Atlantic Serv. Sta. Watertown & Bunker Hill Aves. Waterbury, Connecticut

#### Dear Mr. Noel:

In accordance with the terms of your lease with The Atlantic Refining Company dated January 16, 1953, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping and station appearance as revealed by the customer inspection report of March 15, 1954 wherein you attained a station appearance score of 60.

You are further reminded that you have, in accordance with the terms of your lease, fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Very truly yours,

The Atlantic Refining Company, W. F. van Haagen, District Sales Manager.

WFvH/vk

CC; H. W. Jollie C. H. Pence

# 3343 COMMISSION EXHIBIT NO. 266.

Registered Letter

Return Receipt Requested

July 27, 1956

Mr. J. D. Ouelette Main & Bancroft Sts. Springfield, Mass.

#### Dear Sir:

In accordance with the terms of your lease with the Atlantic Refining Company dated November 21, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

An inspection of the station on June 25th revealed the fact that the appearance of your service station was not in accordance with the standards of the Atlantic Refining Company.

You are further reminded that in accordance with the terms of your lease you will have fifteen (15) days from the time of receipt of this notice to remedy the default specified above.

Very truly yours,

The Atlantic Refining Company R. P. Eldridge

RPE:eah

cc : Mr. Euart

COMMISSION EXHIBIT NO. 267.

February 21, 1956

Mr. Joseph S. Smith Hartford Avenue & Killingly Street Providence, Rhode Island

Dear Sir:

In accordance with the terms of your lease with The Atlantic Refining Company dated March 22, 1955, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained uniform daily operating schedule based on buying habits of potential trade in the area.

You are further reminded that in accordance with the terms of your lease you will be expected to correct this and you will be visited from time to time to see that you have remedied the default specified above.

Yours very truly,

The Atlantic Refining Company

LEC:MEM

CC: Messrs. A. G. Lyle

O. K. Schmid

District Manager

Commission Exhibit No. 268A.

3345

# COMMISSION EXHIBIT NO. 268A.

5 November 1954 A:K:LMB

Registered Mail Return Receipt Requested

Mr. Joseph D. Greco Culver Parkway and Shelford Road Irondequoit, New York

#### Dear Mr. Greco:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated July 17, 1953, this is to inform you of a default in compliance with the obligations imposed by that lease. You have violated Clause 13 of said lease which does not permit absentee operation.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Yours very truly,

jap

bec: J. C. Funck

A. C. Walker

J. S. Wall

R. E. Glendening

Regional Manager of Marketing

# COMMISSION EXHIBIT NO. 269.

January 5, 1955

Mr. Duane Olthof
Atlantic Service Station
502 Broadway
Elmira New York

#### Dear Mr. Olthof:

In accordance with the terms of your lease with The Atlantic Refining Company dated June 1, 1954, this is to inform you of a default in compliance with the obligations imposed by that lease.

You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease, you have fifteen (15) days from the time you receive this notice in which to remedy the default specified above.

Very truly yours,

The Atlantic Refining Company, incorporated

W. J. McCambridge, Jr.

· District Manager

·WJM/ak

bc: Messrs. G. V. Ostrander J. C. Funck

# 3348 COMMISSION EXHIBIT NO. 270A-B.

bcc: J. C. Funck

H. J. Van Nortwick

J. S. Wall

R. E. Glendening

11 January 1955

Registered Mail
Return Receipt Requested

Mr. Walter F. Pawloski & Mr. Matthew W. Kowalski d/b/a Walt & Matt's Service Bailey Avenue and Genesee Street Buffalo, New York

#### Gentlemen:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated June 3, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

- 1. From our observation, the hours of operation at your station are limited to the point where we believe your market is not being properly served. This was previously brought to your attention in our warning letter of November 19, 1954.
- 2. You are not rendering the services required for the businesslike operation of a first-class service station.
- 3. You have no regular program for expanding sales, which involves direct mail campaigns, personal solicitation and advertising, to secure the market potential in your area.

- 4. You have not maintained adequate and competent manpower to properly serve your trade.
- 5. You have not maintained a satisfactory standard of housekeeping.

You are further reminded that in accordance with the terms of your lease, you are fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ G. V. Ostrander
Manager of Marketing

jap

3349

19 November 1954

A.K:LMB

Registered Mail Return Receipt Requested

Mr. Walter F. Pawloski & Mr. Matthew W. Kowalski d/b/a Walt & Matt's Service Bailey Avenue and Genesee Street Buffalo, New York

# Gentlemen:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated June 3, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. From our observations, the hours of operation at your station are limited to the point where we believe your market is not being properly served.

- 2. You are not using the leased premises with reasonable care, and are not keeping the premises in an orderly condition.
- You are not rendering the services required for the businesslike operation of a first-class service station.
- 4. You have no regular program for expanding sales, which involves direct mail compaigns, personal solicitation and advertising, to secure the market potential in your area.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ John S. Wall

Acting Manager of Marketing

jap

bcc: J. C. Funck

H. J. Van Nortwick

J. S. Wall

R. E. Glendening

#### COMMISSION EXHIBIT NO. 271.

30 June 1954

A:K:LMB

92-98 Broadway Saranac Lake, New York

Registered Mail

Mr. Kenneth S. Shaw 92-98 Broadway Saranac Lake, New York

Dear Mr. Shaw:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated April 23, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

1. You have not maintained the premises in a clean and orderly condition.

2. You have not maintained adequate booking records.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ J. S. Wall Acting Manager of Marketing

jap

be: J. C. Funck

G. L. Weber

J. S. Wall

W. J. McCambridge

### 3351 COMMISSION EXHIBIT NO. 272.

30 August 1954

A:K:LMB

230 Elizabeth Street Utica, New York

Registered Mail

Mr. Joseph A. Stocco 230 Elizabeth Street Utica, New York

Dear Mr. Stocco:

In accordance with the terms of your lease with The Atlantic Refining Company, incorporated, dated January 28, 1954, this is to inform you of defaults in compliance with the obligations imposed by that lease.

- You have not maintained the premises in a clean and orderly condition.
- 2. You have not maintained a safe station.

You are further reminded that in accordance with the terms of your lease you have fifteen (15) days from the time you receive this notice in which to remedy the defaults specified above.

Yours very truly,

/s/ G. V. Ostrander

Manager of Marketing

jap

bcc: J. C. Funck

R. H. Gillum

J. S. Wall

W. J. McCambridge

# 3352 6 COMMISSION EXHIBIT NO. 274.

(Letterhead of The Atlantic Refining Company, Philadelphia 1, Pa.)

October 14, .1954

Mr. John Chambers Chester Pk. & Clifton Ave. Sharon Hill, Pa.

# Dear John:

Our Phantom Customer Inspector has just reported to us that you received a 290 out of a possible 300 on a recent inspection.

This is the kind of job which makes us all very happy and certainly is an important factor in running a profitable service station.

Keep up the good work!

Cordially yours,

(Illegible)

3354 COMMISSION EXHIBIT NO. 277.

June 16, 1950

Mr. S. J. Heideman Manager, T. B. A. Sales The Atlantic Refining Company Philadelphia, Pennsylvania

# Dear Mr. Heideman:

It was my understanding when you inaugurated the test on tires and other T. B. A. Products that it was to be conducted on an equitable basis. In the beginning of the test, we had a little difficulty in determining the buying price of some of your dealers and on a few, I will admit. we extended longer discounts than they should have received. However, this has been corrected.

I find now that Firestone in Erie has reclassified some of the dealers there into a larger volume bracket than originally was set up by you. We have been maintaining your program and now find ourselves in a position where our prices are not in line with those being offered by Firestone.

I was of the impression, also, where dealers wanted to continue to handle Lee Tires through us it would be allright for them to do so and we could still have our identification on those locations, however, I find that even though the dealers continue to handle our tires their stations are identified with competitive signs. For instance, in the Newark District our identification is being taken down and Goodyear will be erected even though the dealer still wants to handle Lee Tires.

I personally do not think these are instructions put out by you or your General Office and am of the opinion there may be a misunderstanding as far as your District Offices are concerned.

I am calling this to your attention only with the thought in mind that you have mentioned to me on several occasions that this test would be conducted on an equitable basis.

Very truly yours,

W. F. Hinderscheid

wfh:a

# 3356 COMMISSION EXHIBIT NO. 278.

# Messrs. Hinderscheid Pettingell Segur

# Monthly Sales to Atlantic Refining Accounts In Newark District

		6.1.								
	Month	Sales Acc.	Month	Tires	Truck'	Tires	Pass.	Tubes	Truck	Tubes
Ohanles W			Month	ACC.	Month	Acc.	Mon	th Acc.	Month	a Acc
Charles W June	. Krieg (	ompany								
July	7,378,74		676	. 1	. 8	7	178		*	* .
Aug.	7,064,60		467		40		253		4	.*
Sept.	5,632.08		. 391		8		66		*	
Oct.	2,917,47		152 *		.90		. 6		-	
Nov.	5,272.61		194		7		20			
Dec.	2,809.67	31,075.17	178 .	2,058	3	50	68		. 5	18
New York	Branch			,			•			-
June	123.91		6				36			
July	224.00		14		1		de			
August	268,27		12		_		18		_	
Sept.	470.36	.0	23		-	× .	24			
Oct.	142.76	1 .	10		_		-		1	
Nov.	103.66		- 5						1	
Dec.	58.78	1,391.83	4	74	-	1.	/ _	78		
Floral Par	rk Branch							. •-		
June	43.65		1				0			
July	101.63		8				- 4		-	
August	215.06		9 .				35			
Sept.	183.43		11			± .	3		_	
Oct.		. /			-		. 0		_	
Nov.		543.77		99					-	
Dec.	-			· .	-	-	_	44		_
Total Lee	Sales to	A. R. Co. Acce	ounts New	ark Di	stript			-		
June	. 167.56		.7		-		38			
July	7,704.46		698		0		182		-	
Aug:	7:547.93		481		. 4		306	,	-	
Sept.	6,285,87	*	425		8		93		4	1
Oct.	3,060.23		162		20		. 6	2	-	6
Nov.	5,376,27		199		7		20		_	/.
Dec.	2,868,45	33,010.77	182	2,154	3	51	68	713	. 5	18
1949 A. R.	Co. Sale	s Based On 1	N. TW. Rogi	onel S	olee /T	aot C	Man	0.000		40
June	11,336,85		989	Other 13	41	ast it		1949)	-	
July	8,419.71		778	,	37		955 780		30	
	10,686.00		1.020		43		850		32	
Sept.	9,999.56	1	892		45		697		29	
Oct.	5,385.19		427		30		342		31	. 0
Nov.	9,820.39	1	929		33		697		20	
Dec.	7,173,83	62.821.53	592	5.627		256	. 536	4 955	15	
				.,000		200	D.	4,857	22	179
							D.	R. Me	Avoy	*

3358 COMMISSION EXHIBIT NO. 279A.

To: Messrs. Hinderscheid McCreery Segur

This will complete the record for Atlantic's test districts up to the date of the cancellation of their contract with the whole company; therefore, this will be the final issue.

H. K. Paxson

# 3360 COMMISSION EXHIBIT NO. 279B.

Messrs. Hinderscheid McCreery Segur

# Month by Month Sales to Atlantic Refining Co. Acct's In Eric District

Sales to A. R. Co. Accounts In Eric District         Eric District           February         32         3,897.36         6,349.69**           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949.50 Tota		Sales to A. R. Co.	. Accounts		
Erie Branch April 6 . 211.16 May 33 4.806.91* June 42 6.400.34 July 54 9.738.89 August 55 14.258.39 September 49 8.183.06 October 47 9.455.76 November 37 4.122.06 December 37 5.592.21 Junuary 40 5.512.52 February 32 3.897.36 To Date Erie 75 72,179.56  Youngstown Branch April 1 172.62 May 2 700.23 June 4 2.841.36 July 5 5,198.13 August 2 2.702.23 September 3 497.28 October 4 0 1,011.30 November 5 3,372.98 December 5 5,194.92 January 3 982.58 February 3 982.58	**			-	
April   6	Erie Branch	9 rota in Month	Sames		
May 33 4,806.91* June 42 6,400.34 July 54 9,738.89 August 55 14,258.39 September 49 8,183.06 October 47 9,455.76 November 37 4,122.06 December 37 4,122.06 December 37 5,592.21 January 40 5,512.52 February 32 3,897.36 To Date Erie 75 72,179.56  Youngstown Branch April 1 172.62 May 2 700.23 June 4 2,841.36 July 5 5,198.13 August 2 2,702.23 September 3 497.28 October 4 0,1011.30 November 5 3,372.98 December 5 3,372.98 December 5 5,194.92 January 3 982.58 February 3 982.58 February 3 982.58 February 3 982.58 February 3 3 982.58 February 46 9,241.70 June 46 9,241.70 June 46 9,241.70 June 46 9,241.70 July 59 14,037.02 July 59 14,0					
June         42         6,400.34           July         54         9,738.89           August         55         14,258.39           September         49         8,183.06           October         47         9,455.76           November         37         4,122.06           December         37         5,592.21           January         40         5,512.52           February         32         3,897.36           To Date Erie         75         72,179.56           Youngstown Branch         April         1         172.62           May         2         700.23           July         5         5,198.13           August         2         2,702.23           September         3         497.28           October         4         0,011.30           November         5         3,372.98           October         4         0,113.30           November         5         3,372.98           January         3         982.58           February         3         982.58           February         3         3,97.36           A, R. Co. Accounts In Erie Dis			211.16		
July         54         9,738.89           August         55         14,258.39           September         49         8,183.06           October         47         9,455.76           November         37         4,122.06           December         37         5,592.21           January         40         5,512.52           February         32         3,897.36           To Date Erie         75         72,179.56           Youngstown Branch         April         1         172.62           May         2         700.23           June         4         2,841.36           July         5         5,198.13           August         2         2,702.23           September         3         497.28           October         4         1,011.30           November         5         3,372.98           December         5         5,194.92           January         3         982.58           February         3         982.58           February         3         2,2673.73           Combined Total Erie and Youngstown Branches         A. R. Co. Sales is           Sa					
August 55 14,258,39 September 49 8,183,06 October 47 9,455,76 November 37 4,122,06 December 37 5,592,21 January 40 5,512,52 February 32 3,897,36 To Date Erie 75 72,179,56  Youngstown Branch April 1 172,62 May 2 700,23 June 4 2,841,36 July 5 5,198,13 August 2 2,702,23 September 3 497,28 October 4 0,1011,30 November 5 3,372,98 December 5 3,372,98 December 5 5,194,92 January 3 982,58 February 46 9,241,70 June 47 June 48 June 3,300,80 June 48 June 3,500 June 3,500 June 48 June 3,500 June					
September					
October         47         9,455,76           November         37         4,122,96           December         37         5,592,21           January         40         5,512,52           February         32         3,897,36           To Date Erie         75         72,179,56           Youngstown Branch         April         1         172,62           May         2         700,23           June         4         2,841,36           July         5         5,198,13           August         2         2,702,23           September         3         497,28           October         4         1,011,30           November         5         3,372,98           December         5         5,194,92           January         3         982,58           February         3         9,507,36           A, R. Co. Sales is Erie District <th></th> <th>and the state of</th> <th></th> <th></th> <th>119-11</th>		and the state of			119-11
November   37					
December   37   5.592.21   January   40   5.512.52   February   32   3.897.36   January   40   5.512.52   February   32   3.897.36   January   40   5.512.52   February   32   3.897.36   January   43   6.495.10   G.881.79**   To Date Erie   37   5.592.21   January   43   6.495.10   G.881.79**   To Date Both Branches   January   43   6.495.10   G.881.79**   To Date Both Branches   January   43   6.495.10   G.881.79**   To Date Both Branches   Sales to A. R. Co. Sales in Erie District   September   January   Jan					(I)*
January 40 5.512.52 February 32 3,897.36 To Date Erie 75 72,179.56  Youngstown Branch April 1 172.62 May 2 700.23 June 4 2,841.36 July 5 5,198.13 August 2 2,702.23 September 3 497.28 October 4 1,011.30 November 5 3,372.98 December 5 5,194.92 January 3 982.58 February 3 982.58 February 7 383.78 February 7 383.78 April 7 383.78 May 35 5,507.24 June 46 9,241.70 July 59 14,937.02 July 69 14,937.02 July 68 895** September 62 8680.34 July 68 895** September 63 8880.34 July 68 895** September 642 10,787.13 July 68 895** September 642 10,787.13 July 68 895** September 642 10,787.13 July 68 895** July 68 895					*
February 32 3,897.36 To Date Erie 75 72,179.56  Youngstown Branch April 1 172.62 May 2 700.23 June 4 2,841.36 July 5 5,198.13 August 2 2,702.23 September 3 497.28 October 4 1,011.30 November 5 3,372.98 December 5 5,194.92 January 3 982.58 February 3 982.58 February 7 To Date Youngstown 5 22,673.73  Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District Erie Eric Eric Eric Eric Eric Eric Eric Eric					
To Date Erie 75 72,179.56  Youngstown Branch April 1 172.62 May 2 700.23 June 4 2,841.36 July 5 5,198.13 August 2 2,702.23 September 3 497.28 October 4 1,011.30 November 5 3,372.98 December 5 5,194.92 January 3 982.58 February 46 9.241.70 June 46 9.241.70 June 46 9.241.70 July 59 14,937.02 July 59 1				11	
Youngstown Branch           April         1         172.62           May         2         700.23           June         4         2,841.36           July         5         5,198.13           August         2         2,702.23           September         3         497.28           October         4         1,011.30           November         5         3,372.98           December         5         5,194.92           January         3         982.58           February         3         982.58           Ferie District         Erie District           February         32         3,897.36         6,349.80**           April         7         383.78         9,017.02			3,897.36		
April         1         172.62           May         2         700.23           June         4         2,841.36           July         5         5,198.13           August         2         2,702.23           September         3         497.28           October         4         6,1011.30           November         5         3,372.98           December         5         5,194.92           January         3         982.58           February         3         982.58           February         5         22,673.73           Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District         A. R. Co. Sales in Erie District           February         32         3,897.36         6,349.60**           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**	16 Date Erie	75	72,179.56		
April       1       172.62         May       2       700.23         June       4       2,841.36         July       5       5,198.13         August       2       2,702.23         September       3       497.28         October       4       1,011.30         November       5       3,372.98         December       5       5,194.92         January       3       982.58         February       3       982.58         February       2       2,673.73         Combined Total Erie and Youngstown Branches       A. R. Co. Sales is Erie District         February       22       3,897.36       A. R. Co. Sales is Erie District         February       35       5,507.24       12,215.11**         June       46       9,241.70       13,260.80**         July       59       14,937.02       11,747.14**         August       57       16,960.62       13,108.27**         September       52       8,680.34       9,868.95**         October       51       10,467.06       8,211.04**         November       42       7,495.94       10,043.30**         No	Youngstown Branch				
May June       4       2,841,36         July       5       5,198,13         August       2       2,702,23         September       3       497,28         October       4       1,011,30         November       5       3,372,98         December       5       5,194,92         January       3       982,58         February       3       982,58         February       3       982,58         February       3       22,673,73         Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District       A. R. Co. Sales in Erie District         February       32       3,897,36       4,816,60**         April       7       383,78       9,017,02         May       35       5,507,24       12,215,11**         June       46       9,241,70       13,260,80**         July       59       14,937,02       11,747,14**         August       57       16,960,62       13,108,27**         September       52       8,680,34       9,868,95**         October       51       10,467,06       8,211,04**         November       42       7,495,94	April	. 1	172 62	5 .	•
June       4       2,841.36         July       5       5,198.13         August       2       2,702.23         September       3       497.28         October       4       6,1,011.30         November       5       3,372.98         December       5       5,194.92         January       3       982.58         February       -       -         To Date Youngstown       5       22,673.73         Combined Total Erie and Youngstown Branches       A. R. Co. Sales is Erie District         Sales to A. R. Co. Accounts In Erie District       Erie District         February       32       3,897.36       6,349.80**         April       7       383.78       9,017.02         May       35       5,507.24       12,215.11**         June       46       9,241.70       13,260.80**         July       59       14,937.02       11,747.14**         August       57       16,960.62       13,108.27**         September       52       8,680.34       9,868.95**         October       51       10,467.06       8,211.04**         November       42       7,495.94       10,043.30**<	May	2			
July         5         5,198,13           August         2         2,702,23           September         3         497,28           October         4         1,011,30           November         5         3,372,98           December         5         5,194,92           January         3         982,58           February         -         -           To Date Youngstown         5         22,673,73           Combined Total Erie and Youngstown Branches         A. R. Co. Sales in Erie District           February         32         3,897,36           April         7         383,78         9,017,02           April         7         383,78         9,017,02           June         46         9,241,70         13,260,80**           July         59         14,937,02         11,747,14**           August         57         16,960,62         13,108,27**           September         52         8,680,34         9,868,95**           October         51         10,467,06         8,211,04**           November         42         7,495,94         10,043,30**           December         42         10,787,13	June	4			. 1
August 2 2,702.23 September 3 497.28 October 4 5 1,011.30 November 5 3,372.98 December 5 5,194.92 January 3 982.58 February 7 3 982.58 February 7 2 2,673.73  Combined Total Eric and Youngstown Branches Sales to A. R. Co. Accounts In Eric District Eric District Eric District Eric District Eric District In Eric D	July				
September   3	August				
October         4         b         1,011.30           November         5         3,372.98           December         5         5,194.92           January         3         982.58           February         -         -           To Date Youngstown         5         22,673.73           Combined Total Erie and Youngstown Branches         A. R. Co. Sales is           Sales to A. R. Co. Accounts In Erie District         Erie District           February         32         3,897.36         6,349.80**           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10	September				1
November   5   3,372.98   December   5   5,194.92   January   3   982.58   February					
December   55   5,194.92   January   3   982.58   February   3   982.58   February   5   22,673.73   To Date Youngstown   5   22,673.73   Combined Total Eric and Youngstown Branches Sales to A. R. Co. Accounts In Eric District   46   9.241.70   13,260.80**   12,215.11**   June   46   9.241.70   13,260.80**   July   59   14,937.02   11,747.14**   August   57   16,960.62   13,108.27**   September   52   8,680.34   9,868.95**   October   51   10,467.06   8,211.04**   November   42   7,495.94   10,043.30**   December   42   10,787.13   7,913.49**   January   43   6,495.10   6,881.79**   February   32   3,897.36   6,349.60**   To Date Both Branches   80   94,853.29   1949-50 Total   10,49.50 Total   10,4	November				
January February         3         982.58           February         5         22,673.73           Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District         A. R. Co. Sales in Erie District           February         32         3,897.36           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Total		,			
February To Date Youngstown 5 22,673.73  Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District  February 32 3,897.36  April 7 383.78  April 7 383.78  May 35 5,507.24  June 46 9,241.70  July 59 14,937.02  August 57 16,960.62  September 52 8,680.34  October 51 10,467.06  November 42 7,495.94  January 43 6,495.10  January 43 6,495.10  February 32 3,897.36  G,349.60**  January 43 6,495.10  February 32 3,897.36  G,349.60**  To Date Both Branches 80 94,853.29	January				
To Date Youngstown 5 22,673.73  Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District  February 32 3,897.36  April 7 383.78  May 35 5,507.24  June 46 9,241.70  July 59 14,937.02  August 57 16,960.62  September 52 8,680.34  September 52 8,680.34  October 51 10,467.06  November 42 7,495.94  December 42 10,787.13  January 43 6,495.10  February 32 3,897.36  G,349.60**  To Date Both Branches 80 94,853.29  * 1949-50 Total  * 1949-50  A. R. Co. Sales is  Erie District  12,215.11**  12,215.11**  13,260.80**  12,215.11**  13,260.80**  11,747.14**  13,260.80**  11,747.14**  10,043.30*			. 002.00	-	
Combined Total Erie and Youngstown Branches Sales to A. R. Co. Accounts In Erie District  February 32 3,897.36 April 7 383.78 April 7 383.78 May 35 5,507.24 June 46 9,241.70 July 59 14,937.02 Algust 57 16,960.62 September 52 8,680.34 October 51 10,467.06 November 42 7,495.94 December 42 10,787.13 January 43 6,495.10 December 42 10,787.13 January 43 6,495.10 February 32 3,897.36 Februa		5	22,673,73	100	9 1 9
Sales to A. R. Co. Accounts In Erie District         Erie District           February         32         3,897.36         6,349.60*2           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August,         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota					* 1949-50
February         32         3,897.36         6,349.60**           April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota	Combined Total Erie a	nd Youngstown I	Branches		A. R. Co. Sales in
April         7         383.78         9,017.02           May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota				1	
May         35         5,507.24         12,215.11**           June         46         9,241.70         13,260.80**           July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota					
June         46         9,241,70         13,260,80**           July         59         14,937.02         11,747,14**           August         57         16,960,62         13,108,27**           September         52         8,680,34         9,868,95**           October         51         10,467,06         8,211,04**           November         42         7,495,94         10,043,30**           December         42         10,787,13         7,913,49**           January         43         6,495,10         6,881,79**           February         32         3,897,36         6,349,60**           To Date Both Branches         80         94,853,29         1949-50 Tota				1	
July         59         14,937.02         11,747.14**           August         57         16,960.62         13,108.27**           September         52         8,680.34         9,868.95**           October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota					
August     57     16,960.62     13,108.27**       September     52     8,680.34     9,868.95**       October     51     10,467.06     8,211.04**       November     42     7,495.94     10,043.30**       December     42     10,787.13     7,913.49**       January     43     6,495.10     6,881.79**       February     32     3,897.36     6,349.60**       To Date Both Branches     80     94,853.29     1949-50 Tota					
August     57     16,960,62     13,108.27**       September     52     8,680.34     9,868.95**       October     51     10,467.06     8,211.04**       November     42     7,495.94     10,043.30**       December     42     10,787.13     7,913.49**       January     43     6,495.10     6,881.79**       February     32     3,897.36     6,349.60**       To Date Both Branches     80     94,853.29     1949-50 Tota					11,747.14**
October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949.50 Tota					13,108.27**
October         51         10,467.06         8,211.04**           November         42         7,495.94         10,043.30**           December         42         10,787.13         7,913.49**           January         43         6,495.10         6,881.79**           February         32         3,897.36         6,349.60**           To Date Both Branches         80         94,853.29         1949-50 Tota			8,680.34		
November     42     7,495.94     10,043.30**       December     42     10,787.13     7,913.49**       January     43     6,495.10     6,881.79**       February     32     3,897.36     6,349.60**       To Date Both Branches     80     94,853.29     1949-50 Tota			10,467.06		
December     42     10.787.13     7,913.49**       January     43     6,495.10     6,881.79**       February     32     3,897.36     6,349.60**       To Date Both Branches     80     94,853.29     1949-50 Tota					
January February To Date Both Branches  43 6,495.10 6,881.79   32 3,897.36 6,349.60   94,853.29 1949-50 Tota			10,787.13		
To Date Both Branches 80 94,853.29 6,349.60** 1949-50 Tota			6,495.10		
To Date Both Branches 80 94,853.29 1949-50 Tota	February.	* 32		10	
	To Date Both Branches	80			1949-50 Total

Based on 26.66% sales Western Penna. Region first 6 Months 1949.

11 Mos. 108,616,41

H. K. Paxson 3/16/51

# 3362 COMMISSION EXHIBIT NO. 279C.

Lee Tire & Rubber Company of New York, Inc., Conshohocken, Pa.

Final Report.

Month by Month Sales to Atlantic Accounts in Wilmington District.

	Wilmingto	n Dra	nen Sales	1949 Atlantic Renning Sales
	No. o	f Acet Sold	s. \$ Sales	Based on 12% Region Sales (first 6 Months 1949)
	March	·17	\$ 1,541.78	
	April	46	3,708.10	\$ 7,317.26
	May	48 .	8,306,46	9,033.84
	June	47	4,461.88	9,078.78
•	July.	38	5,480.65	8,423.90
1.	August	43	9,732.47	8,908.63
	September	41	7,302.92	7,058.21
	October	31	5,960.41	6,683.14
	November	21	2,808.42	7,921.76
	December	28	4,270,23	7,526.75
	January .	30	3,017.71	4,627.87
, ,	February	27	2,903.91	° 3,542.23
	Total	92	\$59,694.94	\$80,120.37
		-		·

Messrs. Hinderscheid Segur Niedringhaus

H. K. Paxson 4/2/51

# 3364 COMMISSION EXHIBIT NO. 279D.

Messrs. Hinderscheid Pettingell Segur

# Monthly Sales to Atlantic Refining Accounts in Newark District.

4 .			Newark District.							
	Month .	Acc.	Pass. Month	Tires	True	Tires	Pass	Tubes	Truck	Tubes
Charles 1	W. Krieg C	ompany			-					
June					*				/	
July	7,578,74		676		g.		178			
Aug.	7.064.60	1	467 -		4		253			
Sept.	5,632.08	. 115	391		- 8	. 52	- 66		4	
Oct.	2,917.47		152		20	٠	6		_	
Nov.	. 5;272.61		194		7		- 20			
Dec.	2,809.67		178		03		68		-	
Jan.	5,101.96		133	6	30.		196		5	
Feb.	2,475.03	38,652.16	76	2,267	14	94	151		12	30
New York	Branch							000		30
June	123.91		. 6				-			
July	224.09	-e ·	.14	1 .			36		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
August	268.27		12		1				_	.0
Sept.	470.36	e. 1	23				18		-	107 1
Oct.	142.76		10		-		24		-	
Nov.	103.66		5	.*	-		-	- 6	-	
Dec.	58.78		4		-		_		-	
Jan.	139:04		2	•.	-		-0		-	
Feb.	274.66	1,805,53	15	91	7 -	1	24	102	-	
Floral Pa	rk Branch					0		102		-
June .	43.65		· ·	-		•			•	
July	101.63		8		-		2	3 0	-	
August	215.06		2		-		. 4		******	
Sept.	183.43		11				.35		-	
Oct.	100.40		11				3		-	
Nov.				1.0	-	0	-		-	
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Total Lee	Sales to t	- 0					,	. 44		-
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					-					

3366

# COMMISSION EXHIBIT NO. 280.

Lee Rubber & Tire Corporation Conshohocken, Pa.

February 16, 1951

Memorandum For Lee Operating Staff Messrs. Brasaemle Garthwaite, Jr. Hinderscheid Leach

> Nellen Pouchot

The Atlantic Refining Company, for a number of years, has operated a Tire, Battery and Accessory Sales Department which has marketed Lee Tires, Exide Batteries and other accessories to Atlantic dealers and jobbers.

Under this arrangement Lee Branches and Sales Organization refrained from selling any Atlantic dealers or jobbers and also refrained from oliciting other oil outlets in the Atlantic area, which covered somewhat spottedly the entire Eastern Seaboard from Maine to Florida.

Atlantic has their marketing area divided into six regions. They have been experimenting in one district each in three regions on a program of eliminating their own T.B.A. Sales Department and made arrangements with two major tire companies to directly solicit by the tire company salesmen and sell, ship and bill the Atlantic Company stations, dealers and distributors. The two major tire companies carried the accounts with the dealers and distributors, serviced the accounts out of their branches or warehouses and paid a commission to Atlantic for the

business done. This is a program that two or three of the major rubber companies have had in force for everal years with certain oil companies.

In a meeting with the Atlantic management this week they advised us that some of their regional managers preferred this commission or override deal to direct marketing and some preferred the direct marketing method. Atlantic management advised us of this and asked whether we would be willing to modify our contract so that the regions which preferred the commission or override deal could put it in force and the regions that preferred the direct marketing method on Lee could continue the same as heretofore.

Careful study of this proposal was considered by me and in view of our friendly relations with Atlantic and the current tire situation prevailing it was mutually agreed to terminate our contract arrangements now, which frees our branches and sales organization to solicit direct not only Atlantic dealers and jobbers, but also other oil chains, dealers and jobbers in the above mentioned area.

A. A. Garthwaite

President

cc: Conway
Dollison
Ikirt
Ingersoll

# 3368 COMMISSION EXHIBIT NO. 281A-B.

# Sales Meeting

#### February 19, 1951

1. Atlantic Refining Co. contract cancelled effective March 1, 1951. Atlantic will handle Goodyear and Firestone tires, batteries and accessories on override commission:

10%—Sales to dealers
7½%—Sales to distributors
5%—On certain accessories

#### Goodyear

Philadelphia & Suburban Region New York Region New England Region

#### Firestone

Eastern Pennsylvania Region Western Pennsylvania Region • Southern Region

We will start to solicit Atlantic accounts immediately,

2. Letter to all Atlantic Dealers on John Anthony's list of those receiving op shipments:

#### Suggestions:

- a. Atlantic has discontinued direct sale of TBA merchandise
- b. We understand that they have made a deal with Goodyear and Firestone by which they will receive commission on all sales to their dealers and distributors

- c. Atlantic dealers and distributors are free to handle Lee Tires and other accessories once bought through Atlantic
- d. We can handle dealers and distributors direct
- e. Post card enclosed
- 3. Letter to Branch Managers.

Suggestions:

- a. Hold salesmen's meeting
- b. Concentrate on Atlantic accounts
- c. Talk about override commission
- 4. Regional Sales Managers hold Branch Managers meetings immediately
  - 5. Additional business will be handled as follows:
    - a. Through branches already established in the Atlantic marketing area.
      - 1. Allocations will be increased but additional tires must go to Atlantic Refining Co. accounts
- 3370 2. Atlantic accounts to be keyed "AR" on purchase report
  - 3. Regional Sales Managers will supervise closely
  - b. Through new branches, tentatively, as follows:

Region #1 Providence

Hartford

Rochester

Syracuse

(Schenectady through Albany)

Region #2 Wilkes-Barre

Region #3 Charlotte

Region #4 Altoona

West Virginia

Region #5 Jacksonville

- c. Messrs. Harbaugh and Thompson will "bird dog" locations for Mr. Pettingell in Region #1
- d. Factory will be prepared to organize branches as soon as located (Harbaugh, Thompson and Anderson available)
- e. Regional Sales Managers will contact Atlantic Personnel in their regions regarding jobs
- f. Regional Sales Managers and/or Branch Managers should contact all large Atlantic accounts immediately. Mr. Anthony can supply names
- Available list of accounts being prepared for Regional Sales Managers, Branch Managers and Salesmen.
- 7. Check on all accounts once sold by Lee transferred to Atlantic
  - 8. Push Batteries and all accessories to Atlantic dealers
  - 9. Strengthen sales organization

# 3372 COMMISSION EXHIBIT NO. 282A.

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Pennsylvania

February 20, 1951

#### To All Atlantic Dealers:

The Atlantic Refining Company has discontinued the direct sales of tires, batteries and accessories from their home office and divisions, to Atlantic dealers. This means that we can now fill your requirements for Lee Tires, Tubes and other products, such as Lee Batteries, directly from our Factory Branches located in your area.

This move will be of great help to you and to your customers. It will mean prompt service and deliveries, and

real assistance from our men who are trained in tire sales and in helping dealers sell tires to their customers.

We know that you have been satisfied Lee Tire customers in the past and we know that your customers have also been satisfied—not only because of the superiority of our products, but also by virtue of the Lee Tire Road Hazard Guaranty, which enables you to make any necessary adjustments on the spot.

Our company wants to serve you in every way possible and we believe that under this new set-up both you and your customers will be more pleased with Lee Products and Service.

We would also like to remind you that you are free to handle any products of your choosing. If anyone insists that you discontinue Lee products in preference to some other make, we suggest you contact us.

It will be appreciated if you will fill out the attached post card and send it to us today so that we can have one of our representatives call on you without delay.

Very truly yours,

W. F. Hinderscheid Vice President in Charge of Sales

#### 3374 COMMISSION EXHIBIT NO. 282B.

First Class Permit No. 3 Sec. 34.9, P. L. & R. Conshohocken, Pa.

Business Reply Card
No Postage Stamp Necessary If Mailed in United States

2c — Postage Will Be Paid By — W. F. Hinderscheid Vice President

Lee Tire & Rubber Company of New York, Inc.

Conshohocken, Pennsylvania

# Dear Mr. Hinderscheid:

Yes, I want to confinue selling Lee Tires and would like to have your representative call on me as soon as possible.

	Dealer	***	Name		
	Distributor	• 3	Street Add	ress	
0		City		State	

# 3376 COMMISSION EXHIBIT NO. 283A.

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Pa.

February 21, 1951

Cincinnati Branch Columbus Branch Louisville Branch Memphis Branch Dallas Branch Ft. Worth Branch New Orleans Branch

We attach hereto copy of a letter being mailed today to all branches in the Lee-Atlantic dual marketing area.

We feel that you should be familiar with this situation even though you are not directly concerned by it.

We see no reason for discussing the contents of the letter with people in your organization or with people outside of the organization, except, of course, to answer any direct questions.

A. G. P. Segur

#### AGPS:rk

cc: Messrs. Hinderscheid
Anthony
Pettingell
Niedringhaus
Foraker
McCreery
Riddick

#### 3378 COMMISSION EXHIBIT NO. 283B-C.

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Pa.

February 21, 1951

To All Branch Managers:

Effective March 1, 1951 our tire marketing agreement with the Atlantic Refining Company has been cancelled by mutual consent.

Over the past several years Atlantic has been reducing their TBA sales expense and concentrating virtually all of their sales efforts on the various petroleum products which they manufacture. Last April they tested the Goodyear and Firestone Petroleum Sales Program with their dealers and distributors in three Districts. Under this program the Atlantic Refining Co. received a commission on sales to dealers and distributors in these Districts, and all of the sales effort, billing, deliveries, etc. of TBA merchandise was handled by the tire company servicing the particular district.

In the past few days they decided to extend this program to other districts and our Company felt that in view of the lack of aggressive sales effort behind their tire and tube program, we did not care to modify their contract beyond the three preliminary test districts, and accordingly it was mutually agreed that the contract would be cancelled.

This action means that it will be necessary for us to sell, through our branch and distributor sales organization, the tires which, over the past seventeen years, have been sold both by our organization and the Atlantic Refining Co. This is a real opportunity and a challenge, and we

have complete confidence that our sales organization is able to take full advantage of the opportunity offered, and to meet the challenge directly.

The Regional Sales Managers have already made arrangements for meetings with their branch organizations, but there are some points which we feel must be emphasized to our Managers and Salesmen. The additional tires which will be made available to our branches must go to new business, and most, if not all, of this new business, will be accounts formerly serviced by the Atlantic Refining Co.

We must take over our share of these accounts if we are going to hold our position in the branch and distributing marketing area. We know that you can take all the tires we can ship you and give them to accounts which you are already selling, but if this is done we will lose the expansion of our branch sales which must take place.

Accordingly, we must insist that each one of our branches in the former Atlantic-Lee dual marketing area, take on enough former Atlantic service accounts to offset the loss of direct Atlantic business.

For your information, the deal Atlantic has made with Goodyear and Firestone will be broken down as follows:

Goodyear Atlantic Phil. & Suburban Region
Atlantic New York Region
Atlantic New England Region

Firestone Atlantic Eastern Pennsylvania Region Atlantic Western Pennsylvania Region Atlantic Southern Region

Under this deal Atlantic will receive from Goodyear and Firestone a commission of 7½% on sales to Atlantic jobbers and distributors and 10% on sales to Atlantic 3380 dealers. You and your salesmen must understand this arrangement, since it unquestionably will be discussed with the Atlantic accounts that you are contact-

ing. We think that these accounts will be interested to know that Atlantic receives this substantial commission for what, on the surface, appears to be no effort on their part.

It is quite obvious that Atlantic is expected to put pressure on their dealer and distributor organization, to handle-either Goodyear or Firestone Tires in return for this commission. It must be made clear to Atlantic dealers and distributors that they cannot be forced to handle any merchandise, aside from Atlantic petroleum products, which they do not care to handle. There are numerous Court decisions on this subject, and while we fully appreciate the fact that there will be pressure brought to bear on them by Atlantic, the dealer can and should resist this pressure where he wants to handle Lee Tires, Tubes, Batteries, etc.

While the cancellation of the Atlantic agreement was made effective March 1, we will start to solicit Atlantic dealers and distributors immediately upon receipt of this letter. You probably already know the more important Atlantic accounts in your territory and, of course, these should be contacted first. Any information which you may require from time to time can be obtained from your Regional Sales Manager or from the factory Sales Department, and any information which you feel we should have should be forwarded without delay. Speed is of the essence, and you must get your entire sales organization hitting the ball without any delay whatsoever.

Until further notice we want a close record kept of all shipments to Atlantic accounts. This means a record of unit tire and tube shipments and the dollar volume, exclusive of Federal Excise Tax. Identify Atlantic dealers on the monthly purchase reports by the symbol "AR".

We have a partial list of Atlantic accounts which has been made up from the names sent to us on drop shipment orders, and these are being prepared for each branch, and will be forwarded just as quickly as possible. However, you don't have to wait for the list, to start your efforts. We are mailing a letter to this list today, copy of which is attached. Check the classified section of your local telephone directory for the names of additional Atlantic accounts.

Mr. Anthony is working on allocations for this business, and this information will be given to you as soon as available.

We suggest that any orders you accept from Atlantic accounts be for delivery after March 1.

/s/ A. G. P. Segur A. G. P. Segur

#### AGPS:rk

cc: Messrs. Hinderscheid, Pettingell, Niedringhaus, Foraker, McCreary, Riddick, Anthony, Lee, Touey, Niles, Warring

# 3382 COMMISSION EXHIBIT NO. 284A-B

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Penn.

February 26, 1951

Mr. F. C. Iringer, New York

Mr. R. P. Polson, Boston

Mr. S. A. Copeland, Buffalo

Mr. G. S. Thompson, Albany

- 1: By now you all have the Atlantic Program.
- 2. We feel that it is best to judge what an Atlantic Account has been getting to dove-tail it into ours.
  - 3. For example their
    - 1 to 84 tire units would be our . Pick-up Dealer at Franchise.

85 to 149 tire units would be our
#1 Franchise less 5%.

150 to 399 tire units would be our
#2 Franchise less 5-2½%.

400 to 749 tire units would be our
#3 Franchise less 10%.

750 or more tire units would be our
#4 Franchise less 10-2½%.

They have, as you have seen in their program, a 5% for direct factory shipment on orders for 10 or more tires (or 200 lbs. min.). Purchases limited to two orders a month. It should be noted that where it is practical, this 5% could be eliminated, if it could be done cheaper from a Branch, and with the scarcity of tires, long delays might become necessary as partial shipments might, be necessary from a Branch, rather than from the factory.

Please Note: They use the words "Confidential Dealer Cost". This actually is our Franchise—printed on white paper with black ink.

On their program 1% to 5% on "Wholesale", we must check this carefully, for it could have been abused in the past.

Actually what we want to do is to get on the Lee Program and dove-tail their dealers into it. For example, a large account, say \$10 to \$15 thousand could qualify for our #3 deal of . •

2½—10% from Franchise on Passenger Tires 5—10%, and Special 5% on Truck Tires

We want to eliminate all of the direct factory shipments possible, as the factory shortage will cause delays, and will also confuse the special allotment for Atlantic Dealers.

Smaller accounts qualifying for less than our #3 deal should fall into the proper place.

They have had an extra  $7\frac{1}{2}\%$  to some Truck Tire Dealers, as against our Special 5% Truck Tire discount. I feel that 5%, with the market as it is, is sufficient.

Messrs. Garthwaite and Hinderscheid feel that a real test of loyalty of an Atlantic Dealer who is going along with us is that he put up at least one Decal and one Lee Sign, and by all means take on our Battery, and give you an order for a supply of Batteries.

on the way, and we have a job to do—and do well—by keeping all records accurately that have been requested by the factory. This is serious business, boys, and I am depending on you to do a job.

We will, as I told you, open branches as soon as possible in Syracuse, Hartford and Providence, and they will be opened in this order. In the meantime, your sales force, regardless of their regular duties, must get on this Atlantic solicitation aggressively. When cards are sent to you (showing interest on the part of Atlantic Dealers) get on the job quickly.

I will be "all over the lot" for a while, but don't fail to contact me on anything that you are not clear on.

Very truly yours,

/s/ H. L. Pettingell H. L. Pettingell

HLP:H

ce: Mr. Hinderscheid

Mr. Segur

Mr. Anthony

3386 COMMISSION EXHIBIT NO. 285.

March 5, 1951.

Mr. E. N. Fiffick
Mr. H. J. McGinn, Jr.
Mr. J. F. Bartley
Mr. J. A. Simpson

In analysing salesmen's reports on their calls on Atlantic accounts and with other information that we have, we are doubtful that any of the #2 type stations will stay on Lee tires. Because these stations are leased from Atlantic, some on a month-to-month basis, others on 90 days or longer basis, they are not in a position to take an independent stand and as a result will probably find it expedient to handle Firestone tires.

In the meantime, they will probably not be able to get Firestone tires and get set up with the stock for several-weeks. They will be inclined to kid you along in order to get tires from us. It looks to me as though there are going to be plenty of Atlantic distributors and independent dealers who are in a position to go along with us and we cannot afford to take chances with any doubtful #2 stations.

I would caution your salesmen to be very careful beforegiving tires to those types of stations. We already insist that any Atlantic station continuing with our line must put up and leave up, our identification signs.

This, however, is not the answer to the problem. Many of these stations are already identified by Lee signs and it will probably be several weeks before an effort is made to replace them with Firestone signs so the assurance that our signs will be left up should not be accepted as a criterion but the salesman should carefully analyse the account and make up his own mind as to its possibilities of becoming a permanent Lee account.

Some of these dealers have drop shipment orders in with us now and of course, are anxious to get these tires. Where there is any doubt as to their permanency, have the salesman notify us as we will cancel the drop shipment and cancel the order on hand.

Sincerely,

E. W. McCreary

EWK:McC

cc: Messrs. Hinderscheid, Segur-

3388 COMMISSION EXHIBIT NO. 286A.

Lee Tire & Rubber Company of New York, Inc.
Conshohocken, Pa.

March 5, 1951

Regional Sales Managers & Branch Managers

We attach hereto copy of Atlantic Refining Company's letter of March 1, 1951, which is, in effect, a statement of Atlantic's TBA policy. We particularly call your attention to the last sentence of paragraph 3, which states, "However, your acceptance or rejection of the program is a matter of your own choice."

This should make it clear that Atlantic will permit those dealers and distributors who wish to do so, to continue to handle Lee Tires and other accessories independent of the Firestone or Goodyear program.

In this connection we should point out that this attitude on the part of Atlantic reflects recent Court decisions on the subject of oil company domination of their dealers and distributors, including leased outlets. However, we should also point out that there may be some effort on the part of Atlantic's individual salesmen and District Managers to apply pressure on their organization to follow Atlantic's sponsored program. The dealer or distributor who states that he wishes to continue to handle our products certainly is allowed to do so under this letter, and should be willing to resist any local pressure to do otherwise.

We want to again remind you of the necessity for carefully screening former Atlantic accounts before diverting tires to them during this period of shortages. We believe that there may be considerable delay in getting 'Atlantic's new TBA program going, and that in the interim period Atlantic accounts will be desperate in their efforts to secure our tires, or for that matter, anybody elses tires. This screening must be done at the local branch level, and will require extreme discretion on the part of you and your We think that one of the best yardsticks to determine an Atlantic account's sincerity in his expressed desire to handle Lee Tires and Tubes, is his willingness to be identified as a Lee Tire outlet. Naturally there can be no iron-bound set of rules established to gauge a dealer's sincerity, but we think this is one which merits vary careful consideration.

A. G. P. Segur

#### AGPS:rk

cc: Messrs. Hinderscheid, Garthwaite, Lee, Anthony, Rooney, Leach, Limbert, Pouchot, Warring, Tauey, Niles 3390

# COMMISSION EXHIBIT NO. 286B.

The Atlantic Refining Company 260 South Broad Street Philadelphia 1, Pa.

March 1, 1951

A Statement Of Atlantic's T.B.A. Policy

Dear Sir:

The Atlantic Refining Company recognizes the trend of the motoring public to depend more and more upon the modern service station as a source of supply for tires, batteries, and accessories. Therefore, we are interested in making available that TBA line which will meet fully the needs of the public and our dealers, since we feel it will, mean increased sales of our petroleum products.

The new TBA plan was adopted after a long and thorough study which had the sole purpose of finding out what sales program would mean the greatest sales and profits to the dealer. We found that the dealer could best serve the interests of the public when he was supplied through the extensive distribution system of a major tire company.

Our sales organization has been instructed to explain and demonstrate to you the many advantages of the new TBA plan. They will do so with enthusiasm and conviction because they are confident that it will be advantageous for you to accept it. However, your acceptance or rejection of the program is a matter of your own choice.

Atlantic's growth is dependent upon your opportunity and ambition to expand and succeed. We offer this new TBA plan to you because we sincerely believe it will make your sales and profits grow through better. TBA service to your customers.

Cordially,

# 3392 COMMISSION EXHIBIT NO. 287.

Lee Tire & Rubber Company
of New York, Inc.
Conshohocken, Pennsylvania

#### National Accounts

E. W. McCreery Vice President

March 16, 1951.

Mr. J. A. Simpson
Mr. H. J. McGinn, Jr.
Mr. R. L. Druien
Mr. S. D. McPeak
Mr. A. H. Allen
Mr. F. R. Stephens
Mr. R. L. Druien
Mr. F. Bartley
Mr. A. H. Allen

As a general thing, we are receiving very few Dealer Contracts on either tires or batteries. It makes me wonder whether we are bothering to sign up a contract with the dealers or not.

In those territories where Atlantic operated, we should be signing a lot of new contracts as we decide to do business with these Atlantic dealers and distributors.

I wrote you previously that we must, in all cases, have a contract, especially on these Atlantic accounts, as well as other new accounts so that the dealer feels that he has a contract or obligation that may prevent him, morally, from signing a contract later with Firestone or some other competitor.

A contract also provides for identification which we also insist upon, especially with Atlantic dealers. Why is it that we do not get more Dealer Contracts if we are making progress in developing new accounts for the future on both batteries and tires.

Wish each of you would drop me a line and let me know just what you are doing about it.

Sincerely,

E. W. McCreery

EWM:McC

cc: Messrs. Hinderscheid Segur

3394 COMMISSION EXHIBIT NO. 288A-B.

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Pennsylvania

Confidential

August 3, 1951

Regional Managers And Branch Managers

I am attaching hereto copy of letter I wrote to Mr. D. T. Colley, Vice-President in Charge of Sales of The Atlantic Refining Company and also his reply. I want you to keep these letters for your personal guidance. I do not want copies made of them for circulation.

The most important part of the letter received from Mr. Colley is that portion in the third paragraph which reads "it is, of course, proper for those dealers that choose to handle Lee to identify this with signs appropriately placed at the point of display" and also that part in the last paragraph which reads "bring these dealers' names directly to the Regional Manager in whose territory the situation develops, he will see that one of our sales representatives calls on the dealer with one of your representatives and explains our position thoroughly".

Our course of action should be as follows: wherever you anxious to do business with us but is having trouble in

find a good dealer handling Atlantic products that is keeping his location identified with Lee decals or Lee signs, you should then refer such name of dealer with address to your Regional Manager. He in turn will take the matter up with the Regional Manager of The Atlantic Refining Co. who will appoint a representative to visit such dealer with you. That is, we do not want to leave this up to our salesmen. We want the Branch Manager to personally visit the dealer with the Atlantic representative. We want to keep this on a Regional Manager level up to the point where a representative of Atlantic is appointed to visit the dealer with our Branch Manager.

In identifying dealers handling Atlantic products, we should place our signs or decals in similar position to where such stations are identified with either Goodyear or Firestone signs.

We have received some complaints from our Branch Managers where Atlantic dealers were identified with Lee identification and this identification was removed by either Goodyear, Firestone or Atlantic representatives. This was the reason we took the matter up directly with the Vice-President in Charge of Sales of The Atlantic Refining Company and the result is the answer attached hereto.

Therefore, it is entirely up to our Branch Managers to see to it that any dealers handling Atlantic products who are anxious to continue handling Lee products are properly identified and where there is trouble in getting the identification up due to our competitors or representatives of The Atlantic Refining Company, these stations should be called to the attention by writing to your Regional

Manager.

3396 It is absolutely necessary that these particular icases are screened and we are sure that the dealer wants to handle our products and wants his place of business to be properly identified with Lee identification. I am

sure if the dealer handling Atlantic products tells his story to our Branch Manager and the Atlantic representative that the entire matter can be handled very satisfactorily.

If there is anything in this letter that is not absolutely clear to you, get in touch with your Regional Manager immediately.

For the information of the Branches and Regional Managers, I am giving you below the names of the Regional Managers of The Atlantic Refining Company and their addresses:

Regions #3 and #5

Mr. H. H. Ingersoll, The Atlantic Refining Co. 1112 South Boulevard, Charlotte, N. C.

Region #4

Mr. B. M. Boor, The Atlantic Refining Co. Chamber of Commerce Bldg., Pittsburgh, Pa.

Region #2

Mr. W. J. Griffiths, The Atlantic Refining Co. 1st & Penn Sts., W. Reading, Pa. (Eastern Pennsylvania)

Mr. J. O. Estlow, The Atlantic Refining Co. 260 S. Broad Street, Philadelphia, Pa.

(Phila. & Suburban and New Jersey)

Region #1

Mr. G. V. Ostrander, The Atlantic Refining Co. 411 Savings Bank Bldg., Syracuse, N. Y. Mr. H. W. Jollie, The Atlantic Refining Co. 430 Hospital Trust Bldg., Providence, R. I.

W. F. Hinderscheid

#### WFH:A

c Messrs. Garthwaite

Lee Paxson Segur 3398 COMMISSION EXHIBIT NO. 288C.

July 31, 1951

Mr. Dwight Colley
Vice President In Charge of Sales
The Atlantic Refining Company
Philadelphia, Pennsylvania

Dear Mr. Colley:

I regret it is necessary to write to you in order to bring to your attention the pressure being exerted on some dealers handling Atlantic Gasoline to discontinue the sale of Lee Tires and Tubes.

This is brought out very vividly by the tactics used by some people in your sales organization. We have received numerous complaints from dealers that have been handling Lee products along with Atlantic Gasotine and Motor Oil for quite a number of years. They have built up a very sizeable volume of business on Lee tires and tubes; they have many satisfied customers whom they have been serving for quite a number of yoars and from information I personally get from some of them, they have made a very nice profit on the sale of Lee Tires and Tubes.

Although we have had a large number of complaints about the practices used by your sales organization and also some of our competitors, which we are told have been brought about by the sanction of some of your District Managers, we did not feel inclined to say anything to you about it because it was more or less general. However, I have some specific instances here which I think you should definitely know about as I am sure from what you, Mr. Neall and Mr. Heideman told Mr. Garthwaite and I last February, it was not the intention of the Management of The Atlantic Refining Company to force dealers handling Atlantic products to use a particular brand of tire to which the dealer objected.

I am attaching a copy of a memorandum I received from one of the Executives in our sales organization which definitely mentions several locations and which I am sure you will be pleased to know about.

After you have had an opportunity of checking into the above, I would appreciate hearing from you as to whether or not you have issued definite instructions to your sales organization or to some of our competitors to remove Lee identification from dealer locations.

Very truly yours,

W. F. Hinderscheid

WFH:A

3400 COMMISSION EXHIBIT NO. 288D.

August 2, 1951

Mr. W. F. Hinderscheid Vice-President in Charge of Sales Lee Tire & Rubber Company Conshohocken, Penna.

Dear Mr. Hinderscheid:

Thank you for your letter of July 31. I am certainly glad you wrote to me so frankly.

I am sure that our organization understands fully just what our position is on TBA. We want the dealers to choose the TBA that they want to sell, but we are using all proper sales steps to put before our dealers the advantages of handling either the Goodyear or Firestone line.

You have worked with The Atlantic Refining Company long enough to know our rules regarding the display of unauthorized signs at our service stations. We only permit certain signs displayed in approved manner on the service stations which we own. It is, of course, proper for those dealers that choose to handle Lee to identify this with signs appropriately placed at the point of display.

I know of no way to settle this problem to your satisfaction except that as you find dealers who make the statement that we will not permit them to handle Lee tires if you will bring these dealers' names directly to the Regional Manager in whose territory the situation develops, he will see that one of our sales representatives calls on the dealer with one of your representatives and explains our position thoroughly.

Very truly yours,

/s/ D. T. Colley

DTC da

3404 COMMISSION EXHIBIT NO. 289.

Lee Tire & Rubber Company of New York Combohocken, Pennsylvania

August 6, 1951

Regional Managers & Branch Managers

Since writing the attached letter on Friday, I found that Atlantic dealers operating stations controlled by Atlantic can be identified only by one brand of tire and one brand of battery.

In other words, an Atlantic leased station can either be identified by Goodyear or Firestone or Lee or some other brand, but not more than one.

The same applies to batteries. If the stations are identified with Exide batteries, they cannot be identified with Goodyear or Firestone batteries.

#### Commission Exhibit No. 290A-I.

I found, also, that their leased stations are not identified by Firestone unless there is an identification order signed by the dealer. In the case of Goodyear, when they sign up for a Goodyear Franchise, Goodyear is automatically permitted to identify that location.

It is very important to keep this in mind as we certainly do not want to make accusations in regard to identification

unless they can be definitely backed up.

W. F. Hinderscheid

# WFH:A

c Messrs. Garthwaite

Lee

Paxson

Segur

#### 3406 COMMISSION EXHIBIT NO. 290A.

Lee Tire & Rubber Company of New York, Inc. Conshohocken, Pennsylvania

August 6, 1951

Mr. M. G. Foraker

Mr. E. W. McCreery

Mr. P. E. Niedringhaus

Mr. H. L. Pettingell

Mr. J. L. Riddick

Attached is information relative to sales made to AR and DAR accounts for the months of March, April, May and June by branches in your Region, showing the number of accounts, volume of business we received, percentage of dollar business each branch did compared with the total dollar volume for the entire branch and the number of

tires allocated to the AR and DAR accounts out of the total individual branch allocation.

You can readily see what progress has been made, the number of accounts sold by months and also where the spots are weak and where aggressive work should be done.

I think this is an opportune time to again advise your. Branch Managers that they and their Salesmen should again make a complete solicitation of dealers handling Atlantic products. These dealers have now had sufficient time to determine the advantages or disadvantages of handling either Goodyear or Firestone tires. They have had sufficient time to make a comparison of the treatment and service they have received from these companies. By this I mean attention for new sales channels, adjustments, acceptance, etc.

I am sure that some of these accounts that went along with Goodyear or Firestone did so upon the advice from Atlantic and also upon information they received from meetings held by Atlantic, Firestone or Goodyear and it is our opinion that the majority of these accounts that did give Firestone and Goodyear a trial have found they were considerably better off when they were handling Lee products.

With the market beginning to loosen up and more tires being available, we should again put on an extensive drive to sign up dealers handling Atlantic products. I think, also, that the Branch Manager should get out with his salesmen more and call on Atlantic accounts, especially the good ones, as I am sure that in our haste to solicit these accounts last February and March we were skeptical about some and over-looked others. I know a few accounts in particular we had an opportunity to take on but did not because our salesmen ielt the Atlantic account would interfere with an account we had already set up. We were also

skeptical as to whether or not some of these Atlantic dealers would continue to do business with us when the tire shortage is over. I feel that by a complete solicitation at this time, any account we would sign up now would be serious about handling Lee tires and tubes and will go along with us in the future.

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Bryss Pears	24	3,403	14.20		- /-	3,991	4,397	14,405
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Burri aburg	19	6,276	27,432		1,744	4,971	7,036	20,053
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Philosolphia	37	4.424	22,110	27	6,457	1,643	5,007	20,435
Reeding	a 32	12,01!	37,940	3	326	15,464	10,481	37,574
Wilken-Barre	15	4.775	Lipido T	15	5,434	765	12,941	34, R4
"Simington	26	4,030	2,429.	4	6,227	16,195	10,009	2,41
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Cambon · *	16	4,925	20,005	10		1,382	3,515	17,177
derei eterre	24	7,183	35,025		LACS .	6,654	6,608	25,639
Berilden .	24	3,650	22,402		1,076	4.474	4,290	30,407
Philadelphia	36	S,142	27,292	37		1,683	3,450	26,005
Rending	. 36	13,000	51-709	31	190	22,236	11,934	10,500
Hillies-Harro	11	2,933	14,599	n	7,303	755	14,030	92, TAA
Wilmington :	34	5,356	. 30,384		1,303	23,496"	10,236	10,097
Hork*	19	1,904	7,129	1	1,197	7,53	5,356	15,660
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COMMISSION EXHIBIT NO. 290E.

COMMISSION EXHIBIT NO. 290F. °3193

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Manta 3	1,453	5,705	3/21			145	
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		24,360	25			III, ST	
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COMMISSION EXHIBIT NO. 291A. 3197

is require for more company

INTER OFFICE COMMUNICATION

October 23, 1951.

Mesars, Minderscheid Segar Anthony

Bar AR and DAR Accounts

Attached you will find the AR and DAR report for the month of Angust. A fairly steady pattern is beginning to reveal itself in these reports. Apparently, about 550 AR accounts are being sold on a regular basis. Correspondingly in the DAR classification between 300 and 325 seconds are included. Although there are variations each much in the individual regions, they appear to belance out over a period of months. Total sales are also leveling out to \$225,000 per mention. This may be write if attaches since it is only approximately for at the dollar values which had been second from the Atlantic Refining Company.

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sand minimum affer.	VLIP DORA	ALLUST 19	51 AH & DAR I	LOCCUMIS	/	-	
		* * * :					
Bo.	20					ALES.	
	Iss - AR	No.			TOTAL AR	& DAR ACCOU	N13
Sold Worth	1 10 - M		3 Sale			1950-1	
Alberry 2 917	2 34	Sold	Month	Come	Month	Cum to is	03.
ALDSMY 2 917	7,341	2 :	204	4,122	1,021	12,063	
Boston 8 1,137	23,347	10.	2,26.	40,565	3,401	63,912	9
Daffalo 2,557	19,748	5	1,970	17,181	4,547	36,929	
Hartford 25 5,053	31,439	30	6,307	31,872	11,360	63,311	
New York -	1,505	5	1,058	15,908	1,658	17,413	9
Providence 18 5,157		37	7,632	48,792	12,789	82,545	
Syremase 37 7,764	38,586	48	8,877	70,129	16,641	108,715	1' -
Iries 6 650	22,677	-	è	-	650	22,677	
TOTAL #1 . 118 23,735	178,996	138	28,332	228,569	52,067	407,565	*
S Total & Tire Sales					26.13		
% Unit Alloc. New Acats,					50.1%		
			· 4.		1		0
Allerton 20 . 1,927	21,980	5	1,295 .	9,487	3,222	31,467	
Bryn Manr 21 1,300	20,665	5	756	2,138	2,056	23,003	
Canden 12 2,349	28,745	7	2,031	9,888	4,380	38,633	
Herrisburg 24 8,277	50,652	- 100		4,474	8,277	55,126	
Berriston 23 2,377	26,978.	-		1,683	2,377	28,661	
Philadelphia 22' 5,382	40,340	- 22	2,910	32,266	8,292	72,607	
Reading 29 . 7,290	68,251	- 1	364	1,422	7,634	69,673	
Wilkes-Barro 10 . 1,988	20,263	14	9,747	39,564	11,735	59,827	
Wilsington 31 6,118	10,666	. 2	59	13,250	6,177	53,916	٩.
Tork, 19 2,328	12,370		27	10,21	2,328	22,611.	
	22,510	4.2		10,241	4,320	24,011.	
TOTAL /2 211 39,336	331,300	56 .	17,142	125,413	56,478	155 520	
Total \$ 2100 Sales	Joseph	,	-1,44	TEMPLAT	19.45	455,523	
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North with the second		1		4	46.4%		
Ballines 21 1,985	27,157			1 100	1 004	20 200	
Charlette 2 408,009		. 25	3 6 603	1,225	1,985	28,382	
Charlette 2 128,009	71,898	25 .	15,591	18,504	24,480	90,402	
	73,968	-	2 514		11,718	73,968	
Spantanisty 11 3,9%,	37,341	- : <b>4</b>	1,540	7,299	5,514	46,671	
*Mailtagten 13 6,253	13,623	•		•	6,253	43,623	
			1				*
WELL R. 66 . 32,019	254,027	29	17,131	27,019	49,950	260,046	4 .
Total Tide Sales	•			*	32.18		
Mark Allen Son looks	. 90				52.35		*

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*	130m. B	No.	Sales - SAR	Total AR	DAR Accounts
-	The same of the sa	Sold Non 25 10,5	22,759	18,982	Ace. (6°Man.)
	3,975 M,948 0,635 M,034 2,007 LL232		1,417	3,395 10,826 2,009	62,481 11,732
The Al Piny Sales	166,172	23 14,5	45 26,206	35,162 17.0 <b>5</b>	210,378
A service 10	124. 9,766 3,755 36,661	4 3,6 37 10,0	80 9,628 10 66,651	49.25 3,804 13,765	19,3%
12	256 30,409	27 . 5,8	03 35,070	6,059	65,479
S Small & Thre Seles	4,135 77,056	68 19,4	93 111,349	23,628 14.01 43.61	198,405
La Charles	4,142 1027,361	314 99,1	515,556		1512,917
Fig. 2 Second on New Accts.				21.3% 48.2%	

H.K. Faxson 10/13/51 G A BETHER COMPANY

INTER-OFFICE COMMUNICATION

long er 28, 1951.

Segur

Res AR and D.R Accoration

Attached you will find the . D and B.R report for the norms of september.

shile there are a few less accounts sold as previous seaths, the sales pattern rearins fairly steady.

It begans to be apparent that approximately 25% of the Atlantic Refining pusiness on a dellar busis will be salvaged this year. With the addition of the left Accounts as reximately 10% should be realized. This would appear to be a good performance since it is incom that Electric Storage Settery originally set their seal to hold 25% of Atlantic's business which it now appears so will secure for this year.

A-Krajo-

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	12 22	796		8,737	12	1	26	4,1,8	/e22		17,885	
1	22	2,842		2,590		54	18,185	58,7× 2,764	19,825		3.,721	
THE PARTY NAMED IN	33	3,569		35,00		. 6	1,018	34,890	1.125	1	6 , 193	
				1,205				1,,908	-/	6.	17, 25	
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	24	3,605		42,191,		46	1,,143	5.,72	17,748	*	126,463	
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al de	27	5.700		44,070		20	3,111	23,277	0		41,47	-
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d 3 fire as Bloc. Rev	30£	30,475 °	215,6.7	5	2,774	/77,174	33,249 10.25 43.25	23,627
mie	10	2,057 2,490 1,350	11,033 3%,3%1 31,759	50 17	2,521 13,925 16,436	12, 349 03,570 45,506	16, 15 1, 786	21,072
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BRANCHES 5	les	,414 1,1	1,0,175	328	11,,13	6. , 93	236,928 20.50	1,777,846

11/23/51



#### 3442 COMMISSION EXHIBIT NO. 294A-B.

### Federal Trade Commission Washington, D. C.

Statement of James B. Matthews Trading as James B. Matthews Atlantic Service Located at Charch Lane & Bailey Rd., Yeadon, Pa.

1. Type of outlet Lease 1½¢ min \$251 max fluctuates quarterly

Terms of Lease Lease was year to year, expires June 30, 1953. Threatened to cancel 2 or 3 weeks ago because refused to sign mutual cancellation agreement.

Here since August '49. Formerly at Darby from 47 to 49 for Atlantic.

Credit Cards Yes. Can buy T.B.A. on them.

2. Brands of TBA carried Goodyear
Tires and tubes Goodyear

Batteries Goodyear & Auto light (hidden behind GY). Other TBA told to get rid of Autolite & not buy any more.

Remarks:

- 3. Estimated monthly volume: Gasoline 17-18,000 gals. TBA \$700 dollars
- 4. TBA suppliers Parris, Ashland Ave & McDade Tires Blvd., Glen Alden, Pa. Can buy 10% cheaper at Auto—Gear for accessories.

Price information Sore spot (10% which Atlantic gets)

Batteries Parris—only

Price Information Dealers prices

3443 Other TBA Auto-lite from Auto-Gear. If handled solely his quantity would put him in price class as a distributor but can't handle Auto-lite alone without serious trouble.

Price Information

5. Reason for choosing line of TBA carried: For every \$100 month of shelving rent increased \$1 per month. Spend 4-5 building up Fram and then Atlantic changes sponsorship and expects its dealers to follow suit.

Has a few Lee tires & catches it for handling them and is asked to get them out of the way.

Had meeting last summer in which dealers were told what to say if the dealers were investigated—at 69th & Marshall morning and afternoon sessions. Place called Kastiks.

When Atlantic switched to GYT it just didn't go over, and meetings were held to sell program. Dealers told to tell investigators that Atlantic was only asking them to buy. That they were not forced into it. Told in so many words that he had to go along with TBA program or else.

If switched over to Goodrich is certain that lease would be cancelled. Not even diplomatic.

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

James B. Matthews 3-3-1953

#### L. E. Janson

Attorney Examiner

· Federal Trade Commission

### 3444 / COMMISSION EXHIBIT NO. 295.

#### Branches as of January 1, 1950

Albany Harrisburg Allentown Louisville Memphis Atlanta New Orleans Baltimore Boston New York Brooklyn Norfolk Bryn Mawr. Norristown Buffalo Philadelphia Bronx Pittsburgh Reading Camden Spartanburg Cincinnati Washington Columbus Dallas . . . Wilmington Floral Park York. Fort Worth Youngstown

### 3446 COMMISSION EXHIBIT NO. 296,

Lee Branches Set Up in Atlantic Refining Company Marketing Area Subsequent to January 1, 1950

Branch .	Mon	th and Year Op	ened
Erie, Penna.		March 1950	
Altoona, Pa		March 1951	
Charlotte, N. C.	1.4	April 1951	>
Hartford, Conn.		April 1951	
Jacksonville, Fla.		April 1951	
Miami, Fla.		April 1951	
Providence, R. I.		March 1951	
Syracuse, N. Y.		April 1951	
Wilkes-Barre, Pa.		April 1951	* .

#### 3448 COMMISSION EXHIBIT NO. 297A-B.

### Names and Positions of Lee Personnel Referred to in Items 1 to 19 Inclusive

- P. E. Niedringhaus—Regional Sales Manager—Region #2 Lewis F. Jarrell—Branch Manager, Wilmington, Del. Branch
- E. W. McCreery-Vice President & Regional Sales Manager-Region #4
- J. A. Murphy-Branch Manager, Harrisburg, Pa. Branch
- H. L. Pettingell—Vice President & Regional Sales Manager—Region #1
- A. G. P. Segur—Assistant to Vice President in Charge of Sales
- D. R. McAvoy-Manager Market Research
- H. K. Paxson-Manager Market Research
- R. M. Brasaemle-Vice President in Charge of Production
- A. A. Garthwaite, Jr.—Asst. Vice President in Charge of Plants
- E. E. Leach-Vice President in Charge of Plants
- A. H. Nellen-Vice President in Charge of Development & Research
- A. S. Pouchot-Treasurer and Comptroller
- J. H. Anthony-Manager-Stock Distribution
- M. G. Foraker-Regional Sales Manager-Region #3
- J. L. Riddick-Regional Sales Manager-Region #5
- F. C. Iringer-Branch Manager, New York, N. Y. Branch
- R. P. Polson-Branch Manager, Boston, Mass. Branch
- S. A. Copeland-Branch Manager, Buffalo, N. Y. Branch
- G. S. Thompson-Branch Manager, Albany, N. Y. Branch
- E. N. Fiffick-Branch Manager, Youngstown, Ohio Branch
- H. J. McGinn, Jr.—Branch Manager, Charleston, W. Va. Branch

- J. P. Bartley-Branch Manager, Pittsburgh, Pa. Branch
- J. A. Simpson-Branch Manager, Altoona, Pa. Branch
- A. A. Garthwaite-President
  - H. B. Lee-Advertising Manager
- 3450 J. J. Rooney-General Credit Manager
  - R. J. Limbert-Manager Accessory Sales
- J. C. Warring-Special Representative-South Carolina
- J. B. Touey-Special Representative-Wilkes-Barre, Pa.
- G. D. Niles-Special Representative-Boston, Mass.
- S. D. McPeak-Branch Manager, Cincinnati, Ohio Branch
- A. H. Allen-Branch Manager, Columbus, Ohio Branch
- H. R. Stephens-Branch Manager, Erie, Pa. Branch
- R. L. Druien-Branch Manager, Louisville, Ky. Branch
- W. F. Hinderscheid-Vice President in Charge of Sales

3452

#### COMMISSION EXHIBIT NO. 298.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

June 15, 1950

TBA SJH

Mr. C. Connell, Manager, Automotive Replacement Sales, Electric Storage Battery Co., 19th St. & Allegheny Avenue, Philadelphia 32, Penna.

#### Dear Mr. Connell:

The third district has been chosen for our experiment on the commission resale program. This is not an expansion of this plan as, if you will recall, our original discussion indicated there would be three districts on the program. It will be of interest to you to know that the Goodyear Tire and Rubber Company has been selected for this experiment in our Newark, New Jersey District. As Atlantic will no longer offer your products in this area, we are attaching a map indicating the boundaries of the Newark territory.

Cordially yours,

S. J. Heideman

h Enc.

#### 3455 COMMISSION EXHIBIT, NO. 300A-B.

The Electric Storage Battery Co.

12-14-50 Atlantic Refining Co.

A R Sales

A. D. DeMott

The following is a result of a survey of ten Atlantic stations which I have covered recently:

Lenahan & McKaig 12th & Grove Streets Jersey City, N. J.

> I called on this account December 6 with Mr. Van Tuno to secure their battery business. I was advised that they stock no batteries at this station.

Lenahan & McKaig 14th & Erie Sts. Jersey City, N. J.

This station carried a stock of 5 batteries, 4 of which were Goodyear and 1 Exide. They advised that they do very little battery business but we endeavored to impress upon them the desire for stocking Exides. This account will be served by Electric Battery Co.

DeFerrari Bros.

Washington Terr. & Grandview Blvd.

Hasbrouck Heights, N. J.

This account had 9 batteries in stock of the following types: 3 Edison, 3 Ajax, 2 Delco, 1 Presto-o-Lite, 1 Exide. They advised that the Edison and Presto-Lite are bought locally from Miller Auto Gear and Parts in Rutherford, N. J. I will have reliable Magneto call on this account.

Randolph Jensen Jackson & Gordon Sts. South River, N. J.

> This account carried no batteries in stock but picks up the Exides they use from Hardy Tire Supply.

Joseph Wash 254 South Street Newark 5, N. J.

This account carried 6 Goodyear batteries purchased from R. A. McDonough. 1 Willard and 2 Scranton batteries. When I called December 6 with Mr. Van Tuno, the proprietor advised us that he has to stock Goodyears since this is a leased station.

Rudzik Bros.

Canal Road

South Bound Brook, N. J.

This account had 5 Rebat, 1 Delco, 1 Goodyear, and 1 Lee Battery in stock. They advised that they are primarily interested in only cheaper grades of batteries but I requested Bound Brook Auto Supply to call on this account and endeavor to sell them on Exides.

3457 Brook Chevrolet Co.

Main St.

Bound Brook, N. J.

I called on this account on Nov. 30. They are no longer affiliated with Atl. Refining and buy Delco batteries through United Motor Service.

Mr. Joseph Kilsby c/o Bakelite Corp.

River Road

Bound Brook, N. J.

This account buys batteries on a quotation basis as needed.

Joseph Marino 35th & Market St. Paterson 3, N. J.

I called on this account December 13 and found that they had 5 Goodyears and 1 Exide battery which was purchased from Clement DePope. They advised that the majority of the batteries they sell are still Exides but do not stock any number because of constant pressure being exerted by the salesman for the Atlantic Refining Co.

Clement P. DePope E. 33rd Street & McLean Blvd. Paterson 4, N. J.

This is an Exide W account, through Reliable Magneto. They had the following batteries in stock: 20 Exides, 13 Goodyears (purchased from Farley Glass Co., Paterson) 3 Lee, 1 Willard. This account supplies majority of the Atlantic stations in the Paterson vicinity with Exide batteries.

Charles C. Smith 155 Front St. & E. Clinton Ave. Tenafly, N. J.

I called on this account on December 13 with Mr. Orville Melchior and found that they had 14 Auto Lite and 1 Goodrich battery in stock. The 14 Auto Lite are purchased on a preferred distributor basis from Fleet Tire Co. We do not believe that this station's volume is sufficient to meet this price.

E. E. S. E. E. Stevenson 3459

#### COMMISSION EXHIBIT NO. 301.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

December 15, 1950

File: Batteries

The Electric Storage Battery Co. Allegheny Ave. and 19th St. Philadelphia 32, Pa.

Attention: Mr. C. A. Connell, Manager

Automotive Replacement Sales Div.

#### Gentlemen:

We are most anxious to know if you have at present a direct dealer selling organization, or contemplating in the near future the inclusion of such a group in your marketing plans. In short, have you given any consideration to a battery program for direct dealer merchandising by you similar to the commission plan offered to national oil accounts by certain tire manufacturers?

If at all possible we would appreciate a reply by Wednesday, December 20.

Very truly yours,

J. S. Parks
Purchasing Agent
By: Chas. F. Bergh

CFBergh/eme

#### 3461 COMMISSION EXHIBIT NO. 302.

December 22, 1950

Mr. J. S. Parks, Purchasing Agent The Atlantic Refining Co. 260 S. Broad St. Philadelphia 1, Pa.

#### Dear Mr. Parks:

Currently all Exide automotive replacement battery sales to dealers are made through our Wholesale Distributors, thus affording prompt delivery through many warehouses.

Your letter of December 15 inquires as to our plans for a commission arrangement to be offered national oil accounts on direct sales to dealers. We believe our experience with this type of operation in past years should be of great value to you. Therefore, I suggest that immediately after the first of January you arrange for a meeting with interested members of your organization for a complete discussion of the many phases of this subject.

With kindest personal regards and best wishes for the holidays, I am

Sincerely yours,
C. Connell, Manager
Automotive Replacement Sales Div.

. CC :CR

3464 COMMISSION EXHIBIT NO. 303.

1-4-51

The Atlantic Refining Company
AR Sales

Asst. Gen. Sales Mgr. R. L. Sommerville

Arrangements have been completed to meet with Messrs. Heideman and Bergh of the Atlantic Refining Company at 10:00 a.m. Monday, January 15, in Mr. Heideman's office.

As per my conversation with you, the meeting is for the purpose of discussing the possibility and advisability of our making some arrangements for the Atlantic Refining Company covering the sale of Exide batteries direct to Atlantic dealers and providing a commission arrangement to the Atlantic Refining Company. Your past experience with a somewhat similar arrangement with the Texaco Company I am sure will prove very valuable at the meeting.

C. Connell

CC:CR

### 3467 COMMISSION EXHIBIT NO. 304.

The Atlantic Refining Company
Petroleum Products
260 South Broad Street
Philadelphia 1, Pa.

February 5, 1951

TBA SJH
T.B.A. Exide Batteries

Mr. C. Connell, Manager, Automotive Replacement Sales, Electric Storage Battery Co. 19th St. & Allegheny Avenue, Philadelphia 32, Pennsylvania.

#### Dear Mr. Connell:

I am confirming our phone conversation of February 2nd to the effect that in the month of February the Firestone Commission Blan of marketing T.B.A. is thereafter to be employed by Atlantic in the State of Ohio and in the Panhandle section of the State of West Virginia.

Although in effect, this action is an extension of the Commission Plan, it is being undertaken as a practical solution to several aggravating problems and not as a direct result of the tests currently being conducted by us.

Cordially yours,

S. J. Heideman

3470 COMMISSION EXHIBIT NO. 305A-B.

Date 2-14-51

Subject Atlantic Refining Company
From AR Sales

To Vice President Mr. R. Whitehurst

Mr. S. J. Heideman, T.B.A. manager of the Atlantic Refining Company called today to give me advance confidential information regarding a decision made this morning by top management of the Atlantic Refining Company regarding future handling of T.B.A. sales to Atlantic dealers.

Effective as quickly as the changeover can be made, all T.B.A. sales to Atlantic dealers will be handled on a commission arrangement. It is planned that four of the six regions will operate under the Firestone arrangement and the remaining two under the Goodyear commission plan. Under both plans, the Atlantic Refining Company will be paid approximately 10% commission on all sales to Atlantic dealers and 8% on all sales to Atlantic distributors on the items handled by Firestone and Goodyear; tires, batteries, accessories, refrigerators, electrical appliances, toys, garden supplies, sporting goods, etc. Orders will be written either by Firestone or Goodyear who will handle the entire transaction, including delivery, credit, billing, etc., leaving the Atlantic Refining Company with only the problem of promoting sales.

The Atlantic Refining Company first sold Exide batteries under a Wholesale Distributor contract in 1937 and then only in their Philadelphia Division. Their T.B.A. program was greatly enlarged both as to the items sold and territory covered until in 1950 the total T.B.A. sales amounted to between nine and ten million dollars.

The accounting procedure set up by the Atlantic Refining Company was such that expenses charged against T.B.A. sales appeared to make this operation unprofitable. a result of this and because the top management of the Atlantic Refining Company believed that their own men should participate only in the sales of procedum products, it was decided early in 1950 to try out the Firestone and Goodyear commission plan in three Atlantic Refining Company districts. Firestone in the Erie, Pennsylvania and Wilmington, Delaware districts and Goodyear in the Newark, New Jersey district. We were advised of this move and accordingly made plans to retain the Exide business in these distriets. We actually materially increased our business in the Erie district during 1950 and were reasonably successful in the Wilmington and Newark districts. Refining Company's own records for the year show a greater increase in the sale of batteries in the district continuing to sell Exides than in the district changed over to Firestone and Goodyear. I have been told that a complete report was submitted to management indicating that the plan was not successful; however, since management desires to get out of active participation in T.B.A. sales,

the recommendation was made that the commission 3472 plan be tried in one of their six regions.

Tires being the largest dollar item of T.B.A. sales, the plan was discussed yesterday afternoon with Lee Tire and Rubber Company, whose product they have handled in all territories except the three districts on the commission plan. Lee apparently made it clear that if Atlantic were planning further expansion of the commission plan, they had no further interest in the Atlantic Refining Company's business. Both Firestone and Goodyear had previously been approached regarding a plan whereby they would sell tires only to the Atlantic Refining Company accounts on a commission arrangement and had flatly refused such a

plan insisting that either the complete program or none be sold by them. Naturally the immediate need for a tire program as a result of Lee's decision precipitated Atlantic Refining Company's move. As a result, they have decided, as outlined above, to go 100% on the commission plan.

Mr. Heidman has informed me that we will receive Atlantic Refining Company's formal notification of the change in their program.

C. Connell

CC:rll

#### 3474 COMMISSION EXHIBIT NO. 306A-B.

Date 2-22-51

Subject Atlantic Refining Company From AR Sales

To Vice President Mr. R. Whitehurst cc: R. L. Sommerville

My letter of February 14 advised you of the Atlantic Refining Company's change in policy for the handling of TBA sales to their dealers. Additional information has been received from the Atlantic Refining Company and steps have been taken with our branches to insure our retaining the maximum possible share of this business.

All F de branches concerned—Atlanta Boston, Cleveland, New York, Philadelphia, Pittsburgh, and Washington—were notified of the change and instructed to immediately adjust their sales schedules so that their number one job would be complete coverage of the Atlantic Refining Company dealers and distributors. All Atlantic Refining distributors of TBA products are to be personally contacted by our men in an effort to sign them up either direct as wholesale distributors or as wholesalers, depending upon their operation and the volume of business involved. Letters will go out from all branches to wholesale distributor management and salesmen advising of this change and recommending that they immediately contact all Atlantic dealers in their territory and aggressively solicit their Exide battery business. The branches will make up a list of Atlantic Refining Company dealers through the Advertising Department and have them placed on our prospect dealer list to be included in the eight inailings already planned.

Mr. D. T. Colley, Vice-President and General Manager of the Atlantic Refining Company, has already requested their Purchasing Department to formally notify us of the cancellation of our Warehouse Distributor contract with them. All other TBA suppliers will be similarly notified. There has been a change in the original plan to have Firestone handle the commission arrangement in four districts and Goodyear in two. The current plans call for three regions each—Firestone in Eastern Pennsylvania, Western Pennsylvania and the Southern Regions and Goodyear in Philadelphia and New Jersey, New York and New England Regions.

Mr. Heideman is now preparing two letters to go out over Mr. Colley's signature, one to all of their dealers and the second to their salesmen, district managers, and regional managers, with which will be enclosed a copy of the dealer letter. I am told that the dealer letter will introduce the Firestone or Goodyear program and explain the Atlantic Refining Company's confidence in the wisdom of their decision. It will, however, state that there is no obligation on the part of the dealer to go along with the program. The final decision as to which TBA items he sells rests with him. The letter to the salesmen and managers will stress

the need for good salesmanship and complete confi-3476 dence in the Firestone or Goodyear program but, at

the same time, prohibit the use of pressure in influencing the dealer's decision at the risk of the Atlantic Refining Company salesman's losing his position. Atlantic Refining has not agreed to give me copies of these letters, but every effort will be made to pick up copies for our information.

Mr. Colley has clearly indicated to Mr. Heideman that the one TBA item he would prefer to retain is Exide batteries. He likes our company, he likes our way of doing business, and believes our product is one of the best.

C. Connell

CC:CR

All Exide branches concerned—Atlantic Boston Cleveland, Now York, Philadelphia, Pittsburgh, and Washington

#### 3478 COMMISSION EXHIBIT NO. 307.

The Atlanta Refining Company Petroleum Products 260 South Broad Street Philadelphia 1, Pa.

J. S. Parks Purchasing Agent

M. S. Charlton
Ass't Purchasing Agent

February 23, 1951

File: 5A-ES

The Electric Storage Battery Co. Allegheny Ave. & 19th St. Philadelphia 32, Pa.

Attention: Mr. C. Connell, Manager Automotive Replacement Sales Division.

#### Gentlemen:

After very careful study, over an extended period, the management of our Domestic Sales Department has decided to accept Firestone and Goodyear marketing deals to supply our dealers with tires, batteries and accessories. To the extent possiblé we plan to make his new operation effective March 1, 1951.

Our Exide Battery Warehouse Distributor Contract with you dated November 1, 1949, covering Exide Automotive Replacement Batteries, Parts, and Battery Service Equipment, extends to either party the option of cancelling the contract upon 90 days' written notice.

In accordance with the terms of our agreement, we hereby notify you of our desire to cancel same. Because the change, as it affects other products, is being made immediately, we should like you to consider waiving the 90 day period of notice and agree to cancellation as of February 28, 1951.

Our regional sales offices have been instructed to forward to you request for cancellation of all their unshipped orders.

At this time we should like to express our appreciation for the finest kind of cooperation received from your organization over these many years.

To complete the record, may we have your acknowledgment of this letter.

Very truly yours,

J. S. Parks,

Purchasing Agent,.

By: Chas F. Bergh.

CFBergh/eme .

#### 3480 COMMISSION EXHIBIT NO. 308.

The Electric Storage Battery Co.

March 7, 1951

Mr. J. S. Parks, Purchasing Agent The Atlantic Refining Co. 260 S. Broad St. Philadelphia 1, Pa.

Attention: Mr. C. F. Bergh

#### Gentlemen:

We regret to learn that your Domestic Sales Department has decided to use Firestone and Goodyear to supply your dealers with tires, batteries, and accessories. However, as requested in your letter of February 23, 1951, we agree to accept cancellation of your Exide Warehouse Distributor contract as of February 28, 1951 and waive the 90 day cancellation clause.

Our business association since 1937 has been both pleasant and profitable and we hope the many inter-company friendships formed during this period will continue.

Your past performance in the sale of Exide batteries speaks for itself. In the event, at some future date, you contemplate a change from the current arrangements for the sale of batteries, we will welcome the opportunity to discuss a program with you.

Very truly yours,

C. Connell,

Manager Automotive Replacement

Sales Division

CC:CR

#### 3482 COMMISSION EXHIBIT NO. 309.

### Inter-Office Letter

The Electric Storage Battery Co.

Date 3-13-51

Subject The Atlantic Refining Company From AR Sales

Atlanta Branch, J. A. Cronk Boston Branch, T. G. Tynan Cleveland Branch, W. P. Roche New York Branch, J. W. Weigt Philadelphia Branch, W. C. Hooven Pittsburgh Branch, C. H. Leet Washington Branch, J. A. Klingensmith

cc: Credit Div., J. A. Kennedy
Sales Order Div., J. W. Damon
Vice-Pres. & Compt., D. N. Smith
Customers' Accounting Div., D. J. Hendrickson
Advertising Div., A. N. Dingee

Our Warehouse Distributor contract with the Atlantic Refining Company, effective November 1, 1949, has been cancelled in its entirety effective February 28, 1951.

All complete or balance orders still unshipped should be cancelled. We should no longer accept batteries for inspection under the 90 day warranty provision of our SGA Policy.

To clear our records, we will require Cancellation-Replacement Sales Agreement, Forms 4072, for every Atlantic Company listing shown on Form 3265, List of Distributors by States and Cities, effective November 1, 1950. Therefore, each individual branch should forward to us cancellation notices for Atlantic Refining Company listings:

in their territories by return mail. All addressograph plates in branch offices should be immediately destroyed.

A complete list of Atlantic Refining Company accounts will be forwarded to each branch as soon as it is possible to process the list. The complete list of Atlantic accounts will be put on our prospect list and will receive our eight prospect mailings. Therefore, it will not be necessary for you to include the names of Atlantic accounts in the list of dealer prospects you are mailing to the Advertising Division.

C. C. C. Connell

CC:CR

3485 COMMISSION EXHIBIT NO. 310.

The Electric Storage Battery Co.

8/16/51 Atlantic Refining Co.

Replacement Sales
C. Connell
cc: Mr. R. Whitehurst

Asst. Genl. Sales Manager

Whereas your reports on the retention of the Atlantic Refining Co. accounts show that we are continuing to make numerical progress in signing them up, I cannot get any indication as to the sales strength of the accounts that we are closing. In other words, are we signing the "seventy percenters" who do 30% of the business or are we signing the "thirty percenters" who do 70% of the business! Is there not some way that we can appraise the work we are doing in changing over Atlantic accounts so that we have a definite measure of what success we are obtaining in getting business of Atlantic outlets.

Take one small example: I called on Glenn in Mt. Airy two or three weeks ago and found that he had gone 100% down the line with Atlantic on Goodyear. He naturally would be listed as one Atlantic account but from the volume standpoint he has always been far above average; therefore, we have undoubtedly failed in this single instance to retain a good battery outlet. If your figures could be revamped in some way so that we could know what the battery potentials are of these accounts that we are changing, it would certainly give us some important and factual information.

R. L. Sommerville

RLS:IMB

### 3487 COMMISSION EXHIBIT NO. 311.

#### Inter-Office Letter

The Electric Storage Battery Co.

Date 10-3-51 ·

Subject The Atlantic Refining Company

To Asst. Gen. Sales Mgr. From AR Sales Dept. Mr. R. L. Sommerville Answering Letter 8-16-51

Supp. Letter 8-7-51

By R. L. S. C. C.

#### cc. R. Whitehurst

With further reference to our reports of progress to you of June 18 and 29 and August 7 on our retention of the Atlantic Refining Company accounts, we now submit to you the following definite report of the number of accounts retained by classification as of October 1, 1951:

Branch	ferre	ed to B	nts Re- ranches R List	of Accts.		of Acets.	No. of Ad Signed		Compo	
Atlanta	6	5548		-		3	. 32		35.	
Boston	-	526		 -		18	292		310	
Cleveland		266		3		-3	. 68	1	74	
New York	, .	1094	No.	 2		22	418	6	442	
Philadelph	ia /	2696		4		9	567		580	
Pittsburgh		1141				5	170	m1 1	175	
Washingto	n	525		-		6	57	. 6	63	
1, -				-	*	*	-			
Total		6796	~	. 9		66	1604		1679	

Comparing this with our previous report, you will note an increase of three additional Wholesalers and 97 Authorized Dealers, making a total gain of 100 acounts, thus we have retained all or part of the business of 24.7% of this customer's accounts.

To evaluate the type of Atlantic account we have been able to retain and in reply to your letter of August 16, 1951, we have had a check made of the key Atlantic accounts, i.e., those who were of sufficient size to receive direct shipment of Lee tires from the Lee factory. This survey indicates that we have retained all or part of the business of 238 of the 1,060 accounts that were considered to be the best Atlantic outlets. This means we have retained 22.5% of the better accounts.

It is evident from the above, therefore, that we have retained approximately the same percentage of the accounts of Atlantic across-the-board as we have their key accounts.

C. Connell

RJL:CR

#### 3489 COMMISSION EXHIBIT, NO. 314A.

The Electric Storage Battery Company Philadelphia 2, Pennsylvania

Executive Offices

42 S. Fifteenth Street LOcust 4-4030

June 26, 1957

James S. Kelaher, Esquire, Trial Attorney Federal Trade Commission c/o Benjamin Franklin Hotel Ninth & Chestnut Sts. Philadelphia 6; Penna.

> Re: The Goodyear Tire & Rubber Co., et al Docket 6486

Dear Mr. Kelaher:

Pursuant to Specification II of your subpoena issued in connection with the above proceedings, please be advised that as of May 31, 1957, we had 1,163 Wholesale Distributors who operated through 1,398 Wholesale Distributor Branches.

You will understand, of course, that all sales of Exide automotive replacement batteries made by The Electric Storage Battery Company are to wholesale distributors. These distributors are independent business organizations in no way owned by or related to or affiliated with The Electric Storage Battery Company other than merchandisers of our products. These distributors in turn resell to some jobbers, or wholesalers and to dealers.

Very truly yours,

William P. Cairo, MS

Assistant Secretary.

WPC:MS



# Wholesale Distributors

# STATES and CITIES

· November 1, 1950

# THE ELECTRIC STORAGE BATTERY COMPANY

PHILADELPHIA 32, PA.

ATLANTA 1246 Allene Ave., S.  BOSTON 34 100 Ashford CHICAGO 9 5335 S. Western B. CINCINNATI 2 718-1, Temple Bar B. CLEVELAND 14 Room 1012 Engineers B. DALLAS 1 1311 Mercantile Bank B. DENVER 2 810 14th S. DETROIT 4 8051 W. Chicago I. KANSAS CITY 1 129 Belmont Boule LOS ANGELES 15 1043 S. Grand	NEW ORLEANS 12, 406 Industries Bidg. 238 S. Serstogs St. Work 406 Industries Bidg. 23-31 West 43d St. PHILADELPHIA 32 17th St. Indiana Ave. PITTSBURGH 22 701 First National Bank Pldg. St. LOUIS 3 1218 Olive-St. SAN FRANCISCO 24 6130 Third St. SEATTLE 4 1919 Smith Tower Bldg.
LOS ANGELES 15 1043 S. Grand	Ave. Washington Towns County



#### EXIDE WHOLESALE DISTRIBUTORS

CALIFORNIA-Coord CALIFORNIA-Confd CALIFORNIA CONTA ALABAMA Santa Rosa Harry B. Trembley Therd & B Sts. Signal Hill Rosa Parts & Sarvin 2801 Cherry Ave. France
Electric Loborstories, Inc.
1412 Van Ness, five.
Sarden Brave
B. B. & H. Motor Parts
- 13017 Century Bird. Ontaria Drew Carriage Co. Bessemer Long-Lewis Hardware Co. 2014 Second Ave. S. Oraville Auto Parts, Inc. Eirmingham.
Long-Lewis Hordware Co.
420 N. 9th 20
P. O. Bon 2653 (2) Garvey
Anderson's Automotive Sapply
416 W. Garvey Blvd.
Gleenfalls
H. M. Parker, & Son
230 S. Central Ave. Opers Hall Garage 216 Washington St. Pasadena Hibbard & Rudgers 145 W. Linco N Pawerhouse Banery Co. Becatur Motor Gupply Co. Lerry & Davis erth San Francisco Howard-Martin Automot butters 165 Buy-hore Blird. H. Dr. 230 S. Centra-Consales Johnson Mosce Co. 2nd & Miss Str. Hasfard Green Monor Paris 203 W. 2th St. Hayward Kent Saydon 255 Cartis St. Patterson & Zimmermin Smeen & Zimmermin S. Therd & E. Ses, Somin-Lyons Howe. & Sup. Co Job Bay-hore Blod.

Stockhoo
Automotive Pairs Cd.

J44 North Hunter St.

Rts-Holdin & Galwan

213 N. San Jiaquan St.

Kruft Service

Eldorado & Park St. Placervilla C & M Motor Parts Main & Coloma Sto 113 N. Water St. Pr. O. Bon 1209 (7)
Morigomery
Teague Héwe Co.
112 Commerce St. (1)
Tescaleness
The Bestery Shop
7th St. & 22nd Ave. Green Motor Parts Action Million Plate Lascaster Million 7344 Washington Plate Lascaster Monte's Auto Paris Co. 715 Serra Highway 1.54 Seera Highway 1.55 Serra Highway Radding
Automobile Accessories Co.
1429 Butte St. Taft Bearing & Motor Supply 136 Center St. ARIZONA 145 N. "K" St. Devete Auto Supply Co. 1122,G Asp. Ridgecrest Boyd's Auto Parts Uhlah Auto Parts 200 S. State St. Lindbay
Grem Motor Parts
Lindbay
Grem Motor Parts
185 Elmono?
Long Boach
2. P. Forman Company
10/1 Burnert States Co.
5/4 Eart Partie Coart Haway
Annales
Motory Co.
Motory Co.
Motory Co.
Motory Co.
Motory Co.
Motory Co. Riverside Riverside Motor Supply Co. 3501 Eighth S. Service Supply Co. 3254 8th St. Denich's Tire Co. All Young's Assumptive So [140] Somonia Blvd. Tucson Stern's Auto Accessories 221 East Breadway Sacramento-Schwab Tire Co. 17th & J-Sts. Van Huys H. M. Parker & Syn 14511 Delawo St. Speedomeur Spanistics Co.

5.2 Last Parelle Couci High nay

6.6 Parelle Couci High nay

6.6 Parelle Coucing Bestery Co.

1/2/5 S. Greed Avs. (11)

Barr Wymac Co.

1/5 West 25th Place

Leiland Fish. Inc.

2.1 Fathy Service

1.15 West 25th Place

Leiland Fish. Inc.

2.1 Justite Auto Parel

2.1 Wymac Parel

2.2 Wymac Parel

2.3 Wymac Parel

2.4 Wymac Parel

2.5 Wy Salinas Denne Tire Service Monterey & Galclas ARKANSAS Venture Anderson Auto Electric Oak & Santa Chra Sta Beates
Quality-Auto Parts Co. Camdon Winchester Awo Store, Inc. 716 East Washington St San Biego Auto Gest & Supply Co. 1769 State St. 11 Watsonville Townsend's Auto Elec 205 Van Ness Ave. This State 20 Durman is 9th & B Sto. (1) 41st & Fill Calon 12th & Island Ets Hoken & Galvan Frot of Sements St. Poles Equipment & Supply Co. 1257 Market St. West Les Angeles Boggs & McSpresy 11650 Space Mont Fayetteville Little Rock Watch Favetteville Autor Supply Co. thester Auto Stores, Inc. San Formando Mente's Auto Parts Co. Marth Little Rock
Quality Auto Parts Co.
Jie W. 2nd St.
Pine Blaff Willies
, Auto Parts Service
,312' Main St. Manteca Auro Parts Co. Henrie's Auto Parts C 1234 San Femand H. M. Parker & Son 219 Charamorth Dr. 237 Charmonth Dr.

San Francisco

The Exercit drange Barnery Co.

Land Barner The Co.

Land Barner The Co.

Land Barner Street Co.

Land Barner Street Co.

Do A Howard St. (3)

Bauquer Service Station

Denfarm Carragan & Hayden schestor Auto Stores, Inc Elmington Elm-Hobin & Galvan 215 Avalon Eurol Marysvilla Maywood

Bill's Super Service

3277 Part Sanon Ave. CALIFORNIA COLORADO Medesto Benzon & Zimmerman Anaheim . B. & H. Motor Parts Menteray
Etr-Hokin & Galvan Ets-Hogin & Galvan Atamosa Clark & Davidson Clark & Davidson Clark & Davidson H. G. Makelin Magneto Repe Bakersfield Bearing & Moror Marie Morris Tire Co. Mount Shauta Sharta Auto Supply Co Colorado Springs
The Auto Equipment Co.
—12°E. Colorado Ave. Bishop Boyd's Auto Parts Lin Verla Line St. H. M. Verlaer & Son 141 S. Matti St. Ping Auto Parts Inc. Charles P. Wakefield Napa P. M. Quen Denver
The Auto Equipment Co.
1-th & Lawrence
P. O. Box 5230
Serment System (17)
1318 Lencoln St. (3)
Colorado Jobbers Supply Co.
875 Broadway San Juse Cook's Automotics, Service Cook's Autom Brawley .
Impensi Valley Auto Electric Newport Beach
The Beatswain's Locker
Into Coat Universe
Foot Coat Universe
Foot Mollywood
Gragg Bros. Asser Farta
11 bits Magnoian Field.
Hufflaber Asser Farts
1445 Landershim Bled.
H. de Parker di Bea
427 Landershim Bled. San Lois Obispo
Universal Auto Parts Co.
959 Monterey St. Burney Auto Farts Main St. Calexies aplementos De Menicali Sa. Box 827 San Padro McConnell Mrr. Parts Co. 213 S. Pacific Ave. The Asto Equipment Co. Chice Agte Parts 530 Wain St Shu Rafael Park's Auto Electric 2nd & Lincoln Sts. Fort Collins
Auto Equipment Co.
159 Linden Ave. 4572 Laphershim Oakdale
Berson & Einmiserma
Lenson & Lenson
Lenson & Lenson & Lenson
Lenson & Auto Berriser
Lenson & Auto Berriser
Lenson & Muchaer St.
Lenson & Muchaer St.
Lenson & Lenso 81 Confroi
Auto Gear & Supply Co.
127 N. 6th St.
Central Motor Parts
600 Broadway
Bereka
Ogdon's
Seath & "G" Sea.

San Ysidra Auto Gear & Supply Co. 150 San Yeidro Blvd. Santa Barbara Con Petroleum Commeny 1307 San Andres Rt.

Santa Crus Auto Parts, Inc. 703 Front St.

3491 161

Green Motor Parts, 213 W. Pine Ft.

Grand Junction Mountain Supply Co. 228 S. Seventi St.

realey The Auto Equipment Co. 924 9th Ava. Pachle The Zeak Tire Co. Fifth at Grand-

#### CONNECTICUT

Pridgeport
Brilgeport Auto Parts Inc.
577-574 Fairfield Ave. (3)
Collins & Leary Inc.
1026 North Ave. a

Canaca Height's Barnery & Rad Halfrand Ave. .

Murray's Asso Parts

East HarWord Arlantic Belling Co. LaSt. Main St. (8)

Rartford Auro Tire Co., Inc. 11d High St. (7) Grandt Auro Parts, Inc. 394-72 Hudson St. (5)

Maridea Frank's Auto Parts. Inc. 27 Green St. Middlefown Greedd Auto Parts. Inc. 456 Marc St.

Milidale Paul Schwanh A

New Britisia Grinold Auto Parts, Inc. 123 Arch St.

Harm Sear Haven
Attention Reducing Co.
Water Front 3:
The Elim City Auto Electric, Inc.
627 State 5: (21)
The Horton-Gallo-Creamer Co. Inc.
56 State 5:

Hew Lendon Grinold Auto Parts. Inc. 256 Bank St. South Morwalk

Koopman & Smith. Inc.

67 Connecticut Ave.

lamford The Horton-Gallo-Creamor Co., Eye. #35 Main: St.

Torrington Grineld Auto Parts, Inc. 37 S. Mars St.

Waterbury Shera's Auto Parts, Inc.

#### DELAWARE

Dever Mecorcar Service Co. 5. Governor's Ave. Boxd

Wilmington
Atlantic Refining Co.
505 S. Market S.
Motoccar Service Co.
910 French St.

#### DISTRICT OF COLUMBIA

#### PLORIDA

Jacksonville .
Atlantic Refining Co.
P. C. Hou 16,72 Co.
Joseph H. Walsh Co.
191 Park Sc.

Le Files Auto Berriel 211-2: Ohro Ave

Miami Atlantic Balang Co. Penton-Shapard Tire Co. 4.79 N. W. 4ch St. (9)

Tampo
Ploy4 Wholmale Tire & Supply Co.
14th 5th Ave.

#### GEORGIA

Bushe Supply Co.

Manda Co.

The Electric Storage Surrery Co.

[266 Allens Ave. 5. W.

Prior True Co., Inc.

416 Paulitree St., N. E. (3)

agusta Skinner-Auto Supply Co. 164 Broad St. Basiey Supply Co.

C & B Parts Service Co.

Macon Butler Supply Co. Chapman's Garage, Inc. 419 Mullerry No.

Name Vir's Goodpur Tire Soors 414 Broad Sc Sevennah The Frank Corporation 222 Broughton St. W.

Valdesta
Le Files Actomorive Bervice
Jop N. Ascley Sc. Weycross Motor Paris Co.

Waynesberg Simmer Auto Supply Co

#### HAMO

Bolice

Berryan Motor Supply Co.
514 Jefferson
Lewiston
Erb Nardware Co.
, 401 D St. P. O. Box, 910

#### **FLUMOIS**

Altes Wells Tire Co., Inc 833 E. Breadne Aurora Philips Auto Parts Co., 225 Holbrook Sp 100 Hollman S.

Belleville
H. B. Prininger Distributes
Smithold Ro.
Biooningthe So.
Asin Head Service So.
Champaig
E. B. Collan Go.
9 E. Logan St.
Obleans
Bassey
Bassey

to E. Logan St.

Chicago
The Electric Storage Bastery Co.
1/2/3 Newstern Blyd. 19

Allied Tire & Bastery Co.
1/2/3 Newstern Blyd. 19

Allied Tire & Bastery Co.
1/2/3 Newstern St.
1/2/3 Newstern Ave. 1/2/3

All Blaze & Co.
1/2/3 Newstern Ave. 1/2/3

All Blaze & Co.
1/2/3 Newstern St.
1/2/3 Newstern Blyd. Co.
1/2/3 Newstern Blyd. 1/2
1/2/3/3/3 Newstern Blyd. 1/2
1/2/3/3 Newstern Blyd. 1/2
1/2/3 Newstern

Coll Washington Sapply Co. Universal Agrometive Sapply Co. 14-1 W. Crema-C. Start Collinswiffs. Wells Free & Bartery Co. Bastley Co. Bastley Co. 21 W. Man St. 21 W. Man St.

Anderson Tire Co. 145: E. Eldorado

1430 s. Black Constitution of the Constitution

### ILLINOIS-Cour's

Effoghom day Off Co.

Pallips Auto Parts Co.

Vanation
Evention Battery & Tite Sar
1451 Elimond Ave
Grimm-Hanam-Treland, Inc.
4477b, Davie M.

Gramm-ta(GCT)/y Marie
Balashorg
Borwood & Wakie
2/0 N. France
Granite City
Wath-Rabil For Raina, Inc.
11st & Nestronghouse

\*\*A. Rat.

Hite Two & Supply Co., Spc.

Klose Tire Company Man St. , erseyville Wells-Narris, Inc. S. State St

Jailet
Alden Auto Supply Co.
214 Henderson Avg.
Grow. - Harmer Trefaild. Inc.
1.2 John St.
Kankahan
Christiansen Auso Parts

Christianon Auto Parts
151 E. Scatton St.
Groun-Hamm-Tudand. Inc.
276 E. End Ave.

Kertinas Auto Supply 113. E. 2nd St.

La Grange Motor Parts Co. 17 N. Brassard No. La Salle Auromotive Supply Co. 161 Buckler St.

Lierate Duer's Assa Supply Co. 716 Broodway

Matteon Premas & Johnson Auro Supply 1913 Broadway Maywood West Buburban Auto Paris, Inc. 511 W. Lake St.

Parries W. Shernath 2312 Stir Ave. Poblis
Automotive Partz & Machine Co.
229 Court St.

Paoria
Peoria Machino & Parta Co.
605 Frankin Sci.
6weney Gasoline & Oil Co.
101 S. Adams St.

Postice Pref's Service 425 W. Madison St. Quincy Green's Ages Pares Science St

Bookford
The Ridge-Rockford Co., 211 S. Wirechaps St.
Surch Gil & Befining Co., 102 Killbourn, Avy.

Book feland
Midway Oll Co.
4302 lst Ave.
Springfield
Tunnes Auto Supply
9.27 E. Jackson St.

Auto Parts Co. 120 S. Binon Washington Tire & Barrery S 542 Washington Ave.

Wheaten Auto Parts

Woodriver Tire Sales

22° W. Mon St. (2) Gery Meanth O.I & Supply Co. Joh & Virgons No. The Wales Co., San. Joe 10° N. Phin Bt. Hammand Columns Wesh! Anno Supply. Inc. Columns Wesh! Anno Supply. Inc. Grims Hamman Ave. Indianapolis The Centra Robber & Supply Co. Joe Courses St. (9) Rabsume.

H. J. Schrader Co. 125 R. Walnut St.

15 R. Walnut St.
Lafayartie Ausn Sappiy Co.
404 S. 4th St.
La Partin D.
The Ridge Co. Jaz. 687 Michigan
Loganapart D.
10-118 S. 66h Da.

Madison

Toe Automotive Supply Co.
225 E. Mero St.

G. C. Baher Mutor Supply 117 W., 4th .5t. The Ridge Co., Inc., 116 S. Main St.

118 S. Niem St.
Pary
G. C. Rabon History Supply
20:34 S. Juli St.
Removed Store Co. 12 N. 8th St.
South Sand
The Ridge Co. Int.
315 W. Jefferson St. (2)
315 W. Jefferson Bred.
Varre Maryet
Louise & San 11th & Ohio
Walson
G. C. Subth Heart Supply
Warson
Dec. Comil St.
Warson

Warsow .H: J. Schreder Co.

#### IOWA

Burliantian Sherik Parts Service Co. 512 N. Mars St. Ceder Rapide Alars Bister Co. 2nd Nov. & Doh St. 2011 2nd Nov. & D. Charabas University Mars St. Clarabas University Mars St. Citabas

423 W. Mam 3t. Clistes Lehman & Co. 712 S. Second St. Des Meises Megneto Carburator & Elastric Co. 1302 Grand Ave. (9)

130f Crand, Ave. (9)
Dubouse
Belaky Mone Co.
6th & low Sas.
Fort Dudge
10 N. 12th Sc.
Fort Madisse
Cushman Roundry & Machind Co.
10 N. 12th Sc.
Land Marganity & Machind Co.
1022 Avenue "H"
Li Marganithm Life Marganithm Co.
13f Plymouth Sc. N. W.

3492

### List of Exide Wholesale Distributors (Continued)

LOYA-CONTA Mason City
Jacoby Barrery & Electric Co., Inc. Offenwa Friday's 115-J. S. Washington St. Sieer City United Wholesters 7th A. Water Sts. (15) Spenzer
Arnold Motor Supply

Waterlea
Lewis Motor Supply, Inc.
112 W. Park Ave.

### KANSAS

Arkansas City Arkansas City Motor Parts Co. Sellevilla L. J. Messer Co Bucklin Motor Supply Co. Coffeyville Dudang 116 E. E.g.;
Coiby
Birney Motor Supply Co Sirney Mondo SI Dorado Jane Supply, Inc. Emperia Sunflower Bupply Co., Inc. F1. Scott Bruden Auto Supply Co. 1) Market S.

Graaf Send
Automotive Parts Co. Inc.
11th Main St.
Mutchinson
Kingeley-Wagner Motor Supply. Inc. Independence The Motor Equipment Co Mansas City Masthwood Oil Co. Kinsley
Automotive Parts Co. Inc. Automotive Paris
McPherson
Automotive Paris Co., Inc.,
Herry Lane Supply Co.,
112 N., Main St. Hewton Browning Supply Co Nortes L. L. Messer Co. Oakley
Automotive Paris Co. Inc. Pratt
The Motor Equipment Co Salina Motor Service Co. Scott City
Scott City
Farts Co. Inc.

# Wichita The Motor Equipment Co. The Williams. The Witcheck Company, Inc. KENTUCKY

Ashland Auro Parts Co., Inc. Elizabethtown Marich Moners Glasgow Num Auto Supply E. Main-St.

KENTUCKY-Conf'd RENTOCEY — CONT'S LANINGTON PARTY 123 b. Moret Sc. Tire Sales Co., Inc. Service Will Control Sc. Control Subserved Sc. Service St. Service Sc. Magnetite Sci. Magnetite

Owenshore
Gine Motor Supply Co.
510 W. Fourth St. Padusah Tre Vergerson Co. Inc. Shelbyville Tire Sales Co. = 222 E. Main

### LOUISIANA

Alexandria Farr Auto Supply 129 10th St Algiers
West Side Auto Supply Co Buskie
Farr Auro Supply
De Ridder
Farr Auro Supply
Co., Inc. 1 Farr Auto Supply
Farr Auto Supply
Farr Auto Supply Harvey. Lafayette
Monean Supply House, Inc. Lake Charles Lake Auto Parts Co.

11-3 Kyan St.

Merksville
Farr Auto Supply

Moares
Monroe Automobile & Supply Co.
Inc.

SCOPP Morgan City Morgan City Motor Supply, Inc. New Orleans Burns & Rice Supply CS. W. J. Westerfield Co. 1 No. 11 Vesterfield Co. 1 No. 11 Vesterfield Co. 1 No. 11 Vesterfield Co. 1 No. 1 Harry Stevens
Hall St. Charles
Weaker's, Inc.
101 Baronne St Saronne St. Cakdale Farr Auto Supply Shravaport
Interstate Electrical Co of Shravaport, Ing. Lake Auto Paris Co. Winneshoro Motor Paris & Súpply Co. Winnfield Tagebe
W. A. L. Triompson Hardward Co. Farr Auto Supply

### MAIRE

Banger H. Bragg & Sens Rice & Miller Co. Paimer King Motor Co., Inc. Portio d Community Oil Co., Inc. 224 Kennelee St. (3) Dyer-Kaight Co., Inc. 42 Prefile St. (3) Emery-Waterhouse Co. 145 Middle St. (6)

MAINE -Cont'd Rundard
The Press Moser Supply Co.

### MARYLAND

Battimere
Atlantic Refining Co.
Ary Highway & Lawrence St.
Ary Highway & Lawrence St.
Calvett & National Sts.
B. R. Bentle
B. R. Bentle
Calvett & National Sts.
Calvett & National Sts.
Cambrie Automotive Branch of
Ealiboury Automotive, Inc.
Chester Com.
7 Tow Washins Auto Supply Co. Inc.
Washington Ave. Extended
Washington Ave. Extended

The Watkins Auto Supply Co., Inc. Washington & Goldstone Sts.

Washington & terress.

Hagerstown
L. H. Corderman & See, Inc.

718 W. Washington St. Salisbury Atlantic Refining Co. Atlantic Refising Co.
Mill Street
Salisbury Automative, Inc.
Palisbury Blvd. & Ca; Il Ave.

### MASSACHUSETTS

Affaton Atlantic Refining to 52 Cambridge St 1350 Goant Battery Service Co. 155 Brighton Ave. 1341 Hunt-Marquardt Inc. Boston Station States Barrery Co. Meccanis Distributors, Inc.
111 Buditon St. (15)
Shannan Tire & Supply Co., Inc.
1270 Columbus Asc. Brockton
A. F. Garman Company, Inc. A. F. Garmen 1159 Mair St. (28) Hunt-Marque St. Inc. 101 Watten Ave. (46) Fall River Haverhill
Kerrel Auto Parts Co.
155 Water St.
Helyake
J. Russell & Co., Inc.
301 Dwight St. 415 Hyannis - A. F. German Company. Inc. Lawrence Hunt-Marquardt, Inc. Lawell Boston Auto Supply Co. Lynn Liberty Battery & Radio Co.

Hunt-Marquardy, Inc. Malden Motor Paris Co.

Milford Auto Parts, Inc.

151 Mans St. New Beafford W. W. Leach & Co. 1501 County St. Newtonville Bram Bartery & Tire Service 124 Wainst St. (1917 Pittsheld May's Auto Parts, Inc.

Orlean At Orlean At Orlean At Orlean At Washington No. 16/61 Speringfield Adjuster, Referring Co. 16/61 Page 18/64. (9) Co. 16/61 Nage 18/64. (9) Co. 16/61 Nage 18/64. (9) Co. 16/61 Nage 18/64. (19) Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Man 2s. 151 Paragenter Autu Paris Co. 1nc. 611 Paris Co. 1nc

### MASSACHUSTITS Coord

Yousten W. W. Louch & Co. J.J. Cohammer In.

Workester
Atlantic Refining Co.
North & Preschit Sts. (5)
George P. Blake, Inc.
121 Commercial St. (8)
The Workester Ram & When
138 Sustitivings St. (3)

MICHIGAN Alpens Heumanns Tire & Battery Shap Rattle Cream Ave.

The Motor Shop & Priest Tool & Mig. Co.

Say City

Tool South Ave.

Say City

Tool: Sagnan St.

Eartion Harther
Ridge & Kramer Motor Supply, Inc.

21 W. Man St. Big Rapids
Binney Auto Party Co.
N. Michigap Ave Binney.
THE X. Micros.
Charlette
Charlette Auso Parts
41: N. Waisington Ave.
Cheburgan Auto Supply Co.
212: S. Main St. Chesopy.
213 S. Main St.
Coldwater
Treat Auto Parts Co.
Huddon Dearborn
Parts & Equipment Corp.

Schaeier Rd Paris & Batusmer Rd.

Statust Schemer Rd.

L. N. Decker

450 Deckerson Founding Co.

443 Case Ave. (1)

264 N. Morrell Sc. (9)

643 Schemer Rd.

Statust Sch 174 Grand River (4)
Moror Paris & Machine Co.
6718 W. Fort 51.
Taylor Automative Supply Co.
10210 E. Warren Ave. (13)
Victor Oil Co.
11571 E. Warren Ave. (13) Dawaglec
The Ridge Co., Inc. Durand ... Durand Auto Parts ... Sio N. Oak St. Escanaba Chatfield Machine & Foundry Co Formington
Sonio Florewing, Inc. Ferndals
Johnson Auro Parts Co.

Flat Rock
Schio Fleetwing, Inc.
2002 Arcsend Rd
Pilot
Cumings Brothers
1012 fros S. Sagiran Cumings Membrane St.

Krand Rapids
Grand Rapids Warehousing Co.
592 Influence No. S. E. (3)
The Ridge Grand Rapids Co.. In
823 S. Division
Ver Wys & Co..
12.54 Crestent St., N. W. (2)

Hanteanch Sohn Florwing, Inc. 1146 Grand Blaves Ave. (12) Hancack
Sentori Brothers
111 Ethel Ave.
Halland
Automotive Replacement Parts
117 E. Silv St.

# MICHIGAH-Coord

Fron Mountain
Hoire & Auto Supply
411 Stepletower St.
Iron Mountain Auto Supply Co.
200 Euglist St.

Bairka Tird Shop 205 W. Autura St

Jackson C. E. Hamen Co. 225-27 N. Jackson St.

Kalamazoo Midway Auto Supply 415 W. Kalamazoo Ave.

Lansing
Capital Automotive Supply Corp.
504 E. Michigan Av. (29)

Manomines
Automotive Products Co.

Monroe Elliot's, Inc. 2h S. Macsent St. Mt. Plansant
Ben Traines Auto Paris

Muskegen Motor Service & Supply Co. 1109 Third

Newberry Automotive Parts Miles
The Ridge Co., Inc., Front St.

Shapiro Autómotive Parts Washington

Potoskey
Northern Auto Parts Co.

Plymouth
Solvio Floatwing, Inc.
285 N. Main St.

Parties

Eastern State Supply Co.

"An Donalman St.

Oatland Automotive Supply Corp.

Solice Firsting Inc.

100 S. Tengraph Rd.

River Rouge
Parts & Squipment Corp.
1-255 W Jefferson Ave. (18) Sault St. Maris Cheboygan Auto Supply Co. Travensa City Northern Auto Parts Co. 224 E. Front St.

Wyandolis Parts & Equipment Corp. 204 Eureka Rd.

MINNESOTA

## MININESOTA-Cast'd

MINISTOTA—Con'd
Minesapolis
Aust Geer Co.
1010 Harmon Place
The Automotive Supply Co.
Pacting Sales Co., Int.
1124 Harmon Place
Haved Aons Supply Co.
The Lang Co.
127-129 F. Henorpin Ave.
127-129 F. Henorpin Ave.
127-139 F. Henorpin
127-139 F. He

Owatenne Motor Supply Inc. Motor Suppry sne.
Red Wing
-Hultquist's Bartery Service Co.
218 Main St.

Rochester
Scharf Auto Subply
629 1st Ava. S.W.
51. Popl
Park Machine. Spc.
165 West 5th St.

Sauk Center Oman Supply Co., Inc.

Wasaca Motor Supply Inc Willmar Oman Sapply Co.. Inc. 33, Third St.

### MISSISSIPPI

Batarvilla

Dunkay & Kyle Co.
Highway 51

Columbia

Marion Battery Co.
F. O. Box 502

Suffgort

Kremer Motor Co.
Suffland Avs. & 15th St.
Suffland Avs. & 15th St.
W. W. Gresham. Distributer 1988

Ispla W. W. Gresham, Distributor

Jackson Central Auto Parts Co.

Natches Meter Parts & Supply Co. Tupelo Bryson Auto Parts

### MISSOURI

Cape Girardeau Kelso Auto Suppl Charlesten Sumpson Oil Co

Motor Supply Co.

Ferguson
Moline Storage Buttery Co.
7-10 Carson Rd
Jeffersen City
City Time & Buttery Co.
16(29 W. Mam Mt.

Into Secretary Section 1999; Acma fusts Bupply 214 W. Commercial St. Maplewood Genoine Monor Paris, Inc. 7560 Manchester Avr.

MISSOURI -Cont'd

Maryville Moser Parta & Squip 118. West 3rd 51. Charles H. C. Ouish & Ca. 1147 Clay St.

91. C. Oussi & Ca.

91. C. Oussi & Ca.

51. Joseph Mohr Patts & Rayapmest Co.

1.27 Frederick Aux 55. Louis Community Time Co.

61.07 Hofmar Birds 112; pp. 100-100,

7010 S. Bedalia Sedalia Supply Co. 213-214 S. Ovage St. Springfield Thompson Sales Co. 1800 S. Kontrough

### MONTANA

Billings Motor Supply Co.

Boseman Montana Motor Supply Inc

Dillos

Mantana Motoc Supply Inc.

Great Falia
Hines Motor Supply CoHamilton
Masoula Motor Paris
Hamilton

Helena Montana Morer Supply Inc. 419 N. Main St.

Kalispell Motor Supply Co. Mortana Hotel Bidg. Montana Horei Bidg. Lewistawa Hisen Meter Supply Co. 119-121 W. Mair. St.

Libby
Karspell Moror Supply Co.
Livingston
Montana Moror Supply Inc.
221 S. Marn St.

Miles City
Hines Motor Supply Co.

Missoula Motor Supply Co.

### HEBRASKA

Beatrice L. J. Messer Co.

Chadron Jidles-Chambers Co. Fairbury L. J. Messer Co.

Frament Bracket Motor Supply

Grand Island
Reitan's, Jac.
192-11 N. Pine Hastings L. J. Messer Co. N. Lexangton, St.

Heldrege L. J. Resser Co

Lingola Co. McCook
L. J. Messer Co.
L. J. W. Thred St.

Horfulk O. L. Schoer Co. Joo South esh Horft Platte Resan Service Co. 502 N. Jeffers

HEBRASHA -Coord

Omaha
Color Supply Co.
Color Supply Co.
C114. Military (4)
Communitor Gil Co.
Robers, Ridg.
Solita Leavenworth (2)
Solita Chambers Co.
Valentine
Solity-Chambers Co.
Solity-Chambers Co.

### HEYADA

Las Vegas
George Bondley Marine Service George Bondley Marine Service, 14th Scuth and St. Clark County Wholesale Mercantile Co. Inc. 112 S. Main St.

Nevada Auto Supply Co. 301 S. Virginia St.

### **HEW HAMPSHIRE**

Gorham Gorham
Community Oil Co., Inc., Station A
Manchester
Balley Dustributing Corp.
237.59 Elm St.
The Emery-Wassrbusse Co.
Turner & Douglas St.
Nashas

Nashas Sartery Shop
2 Otterion St.

Parismouth
Community Oil Company, Inc.
610 Jelugton Street

Rechester
Community Oil Company Inc.
36 Autump Street

### NEW JERSEY

Asbury Park
All Auro Parts Co., Inc.
795707 Main St.
Atlantic City
J. C. Main Co.
3701 Ave.

Bridgeton'
Motorear Service Co.
21 E. Commerce St

21 E. Com.
Comdon
Jersey Supply Co.
414 Haddon Ave Collingswood Hagner Inc.

Hackensack
Carburetor & Ignition Repair Co. Hammesten J. C. Miller Co.

Merristewa W. H. Durton Co. Naw Branswick Hardy Tire Supply, Inc.

Monork
Atlants Refining Co.
Atlants Refining Co.
Service Co.
Beavery Co.
National Oil & Supply Co. Inc.
173-184 Fedington-on Acc.

Hawton J. R. Roof 41 Main St.

Of Main 200 Related G. Pleider. Inc. Poleries Magneto Repair Co. Robin St. Magneto Repair Co. 20-22 Proce Sc. (1) Main Said Thai Auto Paris. Inc. 1/23 F. Third St. 1/23 F. Third St.

South Amboy
South Amboy Auto Parts Co.
125 N. Bruedway

Tranton
Tex Wholesale D
10 E. Front St

Factory Branch De-

Pairmont D. S. Miles Co.

Albert Les Meter Supply Inc. 113 S. Neet-n

Alexandria Omen Supply Co., Inc. 616 Hawthorne St

Bemidji Bemidji Auto Parts Co. 307 Third St.

Buieth
Mac Donald Moror Co
Lits Second Ave. W

International Palls
Namium Parts & Equipment Co.

### NEW MEXICO

Albuquerque
Conservancy Od-Co.
212/0 S. becord St., P. 49. Bon 26.5
Harry Cornelius Co., Bac.
1550 N. Second St.,
Hill Aure Electric Java.
415 W. Marquette Ave
Micror Elegopoilem Co.
190-120 E. Marquette Mt.

Clevis
General Parts & Squ.pment Co.
305 Pile Nr.

Gallep
Motor Equipment Co.
10b West Highway 66
Raswell
Ned Revelle Co.
Maria & Walnet Sta.

Santa Fe
Anzient City Oil Carp
1215 Certillus Rd.

1215 Certillus Rei.
Santa Reia
Santa Rosa Automotive Part
P. O. Box 54
Tucumcari
Tocumcari Automotive Parts
P. O. Box 746

### NEW YORK

Albany Pertine Auto Parts Co. NJ Central Ave. (6)

Half Beams, Co.
Male Refining Co.
Atlantic Refining Co.
Sta. B. P. O. Box Corp.
1444 Main St. 19Quality Off Co.
Quality Off Co.
1111 Manufacture
1121 Manufacture
1123 Manufacture
1123 Manufacture
1123 Manufacture
1124 Manufacture
1124 Manufacture
1125 Manufac Liddy Males St. (F)
Catabill
Pitcher Accessories, Inc.
48 Herdge St.

Cortland Kellogg Auto Supply Co. 155 Main St.

Atlantic Balining Co. Giens Falls Air-Land Motor Parts, Inc.

Hornell Frank B. Pack Co. 2-11 Seneta

Tiega Auto Parts 424 W. State St Jamestuwa

J. S. Auto Supply Co.
Long Island City
Max Finklessein, Inc.
36-36 Newtown Ave.
Rappuble Corp.
36-41 Sortbeen Bled

St. of Northern Bled Lowermer Staht & Co., Inc. 19-16 43rd Rd Island

163

Plattsburgh Mosor Serrice, Sac. 21 Mt St.

### HEW YORK-Cost's

Middletewa • Electric Auto Sys New Hyde Park

C. Neville Jereto Turapaie & Demon Are. Haw Rechellin Course Mone Predicts, Inc. New York The Electric Stronge Benney Co. 21-31 W. Gelts St. (22) 14(4) Electric Rid (5C) Newhork Rid (5C)

Hational Oil & Supply Co., Inc. 178 S. Rollmond Ave.
Town Automotive Distributors, Inc.
5. 342 Ann St.
5. Supera Falls
Ningers Automotive Supplies
J105 Pine St.

Olean Unit Parts. Inc. 323-323 W. State St W. I. Cross

Patchdgue George Waldbauer & San 21 25 Hactel Are

Plattsburg Mater Service

Part Jarvis N. R. Mulley Auto Parts N. R. Mulley St. 19 Flowing St. Park Richmond Chris Tire Stores 4-4 Richmond Ave. (2) Poughkeapsia Pirchert Accessories, Inc., 123, 55

Queen City 'Oul Co.

Quies 1.20 Mail St.
Richmond Hill
Shore Bartary & Equipment Corp.
80. 20 Van Wyck Blod
Rockester
Attante Refining Co.
Hann Tire & Accessory Co.
180 St. Plu St. 55

Rockville Centre

Schmitt Service Center. Inc.
15'- Student Highway

Roslyn

Jordan Tire Co.. Inc.
3 Privant Ave. Saranac Lake
Standard Tire & Supply
120 Broadeast

Schenectady Dosw F. Beckman 17 S. Church St. (5) Syracusa Atlantic Refining Co.

Niles Auto Supply, Inc. Ticondarona Air-Land Motor Paris. Inc.

Troy Clark D. Perry

Utica Cahill Auto Supply Co., Inc. 211-213 Elizabeth St. (2) Watertowa Atlantic Refining Co. 461 Popular S. Garland City Parts Corp. 409 Mill St.

fonbers John J. Lynch Automotive Supp 61 Vindyard Ave. (3)

### HORTH CAROLINA

Ashaville
Brunce Automotive Supply, Inc.
of Bilmore Ave.
White & Rebarts, Inc.
of S. Lexington Ave.
Chartelle
Atlantic Rehains, Co.
1112 South Businers of
Carolina Auro Supply House,
221 S. College St. (1)

### HORTH CAROLINA -- Cost'd

Honderson Standard Mosor Parts Co. 423 S. Garnett St., P. 11 -Box Hickory
The Flowers Co.
112] North Av.

1121 Ninth Ave High Point: Collins Anto Supply Cor Inc. 153 S. Wrone S. Kinsbos S. & A. Paris Co. 127 W. Gordon St.

Lenier The Flowers Co. Motor Paris Co.

Morgantown The Flowers Co. New Born Craven Foundry & Nach ne Co.

Raleigh Carolina Auto Parts Co. Inc

Reidsville Standard Moser Parts Co. Harris & Scales Shelby Dickson Auto Supp'y, Inc. 11- W. Marton-St

Thomasville Collins Auto Supply Co. Inc

Wilmington
Jewell & Strickland Auto Parts Co Wington-Salem Motor Parts Co. Trade St. (5)

### HORTH DAKOTA

Bismarck Hetahl Motor Supply 201 W. Main St.

Berg Supply Co. Grand Forks Economy Wholesale Supply 124 S. Jrd St.

Jamestowa Morer Supply Co Minot Parts & Service Co. Log France, N.W. N.W. Westle Moror Co. 113 136 Cultral Ave., W.

## OHIO

The Hardwara & Supply Co. 425 S. High St. Thriath Oil Co. 1210 Newton St.

Alliance
The One Battery & Ignition Ca.
223 Heavier St.
Askinand
Land St.
L

Bryan Assemption Parts Co.

### OHIO Cast

Cambridge Tre Peoples Oil Co. 730 Woodhum Ave. 213 Dewey Ave.

Cantes Bowles Service Co. 409 Thord St., S. W. (11)

Gellas Craft St. S. W. 1922 Cellas Craft Ton & Supply Co. 215; S. Man Nt. Cinglinasid Area Red Supply Company Area Red Supply Company Asia Red Supply Company Co. 215; S. Marco St. Brokman Gelhot Parts Co. 2142 Montpower; Hd. (13): Dorman Automotive Parts Co. 215; Iljamilsen Ave. Claveland

Spriem Automotion Fyrns Co.
413: Hamston Ave.
Glavaland
The Electric Sorings Battery Co.
Economic 10: Bidg. (14)
Cleveland I gatter (14)
Color C

Bayles
Mayl Oil & Supply Co.
315 Kirisham St.
Standard Parts Co.
28 Washington St.

Dover Auto Parts. Inc. 127 Wester Ave.
East Liverpool Hays Oil Co.
Pitth & Broadway

Findiny Allian Parts & Equipm 211 N. Main St. Francysburg Layman's Tire Service

Fremont Oil Co. 1649 W. State St. Graffina Baland Hendria 902 Main St. Greenville Color Point Auto Supply RR. 2, C. S. Route 36

Braie Auto Parts Ca. 210 W. Columbus St Labrarod Bart. & Ignitus Co 16213 Marison Ave. (2)

Geschart Ausmobbe 211 S. Umon St.

Manpireld Mat's Auth Supply 64 N. Walnut St. o. a Marietta D. A. Kuba 147 Fresh St.

Massilles
The Hardware & Supply Co.
S. Erie St.

Norwood Darnan Auto Parts Co. 1816 Managementy R4 Palessville Hach Auto Service, Jnc. 259 E. Jackson St.

Mayo Oil & Supply Co. 111 College St.

Splem : Happen Tire Service 116-134 W. State St.

Sandusky Automotive & Markin Supply Co. 738 Handuck Ave.

OHIO-Cost'd Bidney Dans Auto Parts Co.
N. Jane Blatte Co.
Springfold The & Bartery Co.
236-36-40 W. Main St. Stanbanvilla Standard Welding & Spring Co. Sugar/Tree Ridge R. W. Sales Co. Harbey Sales Co. 110-322 Fath St. Co. Husbarr Supply Co. 2-2-2-2-3 Miller-Oil, Inc. 1033 South Ave. Co. Tray Standard Parts Co. 119 S. Market S. Warren Lang & Rodkey, Inc. Pittler Automotive Supply. Inc. 322 E. Market St. 4 Wellington Asso Parts Inc. 119 Herrick Ave. Youngstown
J. A. Barber & Son
13-19 E. Woodland Ave
The Valley-Marsh-Woods Co.
1025 W. Royen Ave.

### OKLAHOMA

Total W. Tanesville
Layrean's Tire Service .
130 Mam St.
Earl Miller Factory Distributor
931 Merrick Ave.

Ada Auto Supply 216 E. Mars Aftes Badger Oil Co. Alva Hackett Auto Supply 220 College Ardmore Lynden Lindley W. Mair S. Bartlesville The Motor Equipment Co. Chickesha Toe Morer Equipment Co. Chaten Bill Sullins Auto Supply Chappell Oil Co. Hackers Auto Supply Guthrite T. S. Wood Supply Co.

The Motor Equipment Co. of Wightta, Kashas Miami . Turner Supply Co. Ontahema City Dryer Clark & Dryer Oil Co Tulas Tom P. McDermott. Inc. Wasdward Buston
Hackett Auto Supply
The Motor Equipment Co.
117 F. Main OREGON

Albany Konselman's 420 W. Second Ave Sermoon Auto Parts 550 Rend St.

Corvallia Auto Parts 112 N. Sector M Lugens Wyart's 1-1 W. Brentway

Le Grande Roy Farnam Supply Co Sam Jennings Tire Contents of N. Harrisch Ave. Wiggins Company Inc.

> PENNSYLVANIA

Allertown
Atlerto Refining Co
Allerto Mee Incorporated
Th Allert
Philadelphia Wholesale
Dutt bustrs. Inc.
Perri & Grego St.

Distribution, 180.
Peent & Green St.
Altonae
Atlantic Befining Co.
Sugar Rum Rd. Eldorado
Lyton, Bartery & Electric Co.
201 Souch Ave.
Barver Fells
Superior Anto Accessories Co.
1810 Secenth Vec Bethichem Bee Incorpovered 640 5th Ave.

Bradford Beatty Auto Patts Co. Brownsville Superior Auto Accessories Co 101 Market St.

Buffer Superior Auto Accessories Co. Canonsburg Canon Auto Parts Co. 1 S. Jefferson St. Cornegie
Tri-State Mig. & Supply Co., Inc., 251 E. Main St.

Chambersburg Atlantic Refining Co. Charterei Superior Auto Accessories

Chester Motor Car Service Co. Clearfield C. H. Miller Hardware Co.

Clairton Ree Auto Parts Co.

Contesville Material Service Co Donora Ker Auto Parts Co.

Doylestown Auto Parts Co.

Epi R Sandor Inc. Atlantic Refining Co. G J. Miller Auto Supply

Greensburg
Atlantic Refining Co. Urania Ave. near Mill St. Surveyor Auto Accessories Co. 104 2. Pittsburgh Sc

Harrisburg
Atlantic Refining Co.
2th & Camo Ste.
V. D. Leisure Co.
2th & Derry Ste. Hasiston

Hastingdes C. H. Miller Hardware Cd.

PENNSYLVANIA-COSTA Jakastowa Cambria Equipment Co.

17-27 Julia 22.

Ringsten
Peramount Oil & Supply Co
Marcet & Wright ats

Marcet & Wrights
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Wassister B to the
James B R. Roads
James B Roads
Line France S Sec.
Line B Roads
Line B Roads Lebonon Atlan Refining Co.

& Agnition Co. w. Ro Tire & Augo Parts Co.

on Any Paris Co. Mandellia Bangberg Prov. 11 515 Para Ave. Mount Carmel Big Boys Auto Parts Co., Inc. 45 Oak St.

Big Boye Auto Parts. Ca. Inc. 43 Ola St. 145 Ola St. 1

5th & Bristol Sts. (3) Tri-State Distributors Lebigh Ave. & 17th St. (32) Phoenixville Phoenix Auto Parts

Pittsburgh
The Atlantic Refining Co.
Commerce Commerce
Super or Auto Accessories Co.

Tri-State Mig & Supply Co Inc Potistown Nottle Auto Parts

Pottsville Barrery Service Co Reading Asing an Haffert

Scrapton
The Atlantic Resigning Co.
Charles B. Scott Co.

Smethport
Smethport Auto Parts
4/12 Main 21 Samarest
Cambria Equipment Co. 277 E. Man N.

Streudsburg Russ Barbight 102 Main St Sunbury Big Boys Auto Ports Co., Inc.

Uniontown
Superior Auto Acceptories Co

Warren
Parish Battely & Electric Service
6 Market St.

PENNSYLVANIA-C

Washington Superior Auto Access 145 N. Main St.

140 N. Main St.

Wayneshurg
Sasteni's Automotive Replies
101 N. Hugh St.

West Disasting
Atlantic Resioning Co.
151 S. Penn Sts.

William Resioning Co.
154 S. Pennsylvatia Avs. Williamaport
Atlanta Refining Co.
420 Grant St.
Cash & Hong Tire Sales. End

Windber Cambris Equipment Co. 1105 Granden Ave. Atlantic Resining Co.
E. Princess & Si & P. R. M.
Lem Williams Auto Supply
68 N. Belmont St.

SHODE ISLAND

Hewport

J. T. O'Coune'l. Inc. J. T. O'Cainell, Inc.
Long What!
Pawiwche?
W. E. Davis Cn.
34 Montgomery St.
Pravidence
Atlantic Refining Co.
590 Elmwood Ave.
(7)
W. E. Davis Co.
J.43 Broad St. (7) Wadnsackst W. E. Davis Co. 172 Front :

### SOUTH CAROLINA

Charleston
Cameron & Barklay Co.
Ion Meeting St. (H) P. G. Bon 9 (
Columbia
Care McLaprin, Inc.
1233 Hampton St. (C) 1273 Hampton St. vo.
Florance
Carelinas Auro Supply House
129 N. Iros S.
Sparlanburg
Lee Tire & Rubbier Co. of
N. Y. Inc.
129 It by S.

### SOUTH DAKOTA

Aberdeen . Arno Supply Co Rapid City Futtan Oil Co. Inc. Sieux Falls Stoun Falls Machine Works Watertown
Automotive Supply Co.
W. Kemij Ave.

TENNESSEE Bristet Southe hern Auto Supply Co. of Britis! | Itt. St. 10 71t-St.
Chattanoogs
Barker Oil Company
744 E, 11th St.
Dycraborg
J. M. Collins Auto Parts Co.
201 E. Court St. Johnson City Southern Auto Supply Co. 247 W. Market St. P. O. Box 24 Recaville Service Auto Parts Co Inc. Emory Park & Copys Ave

### List of Exide Wholesale Distributors (Continued)

TENNESSEE—Conf'd Matkonsie Standard Auto Supply Huntington Bd. Memphis Stepheron General Tire Co. 240 Mannue Arc.	TEXAS—Coof's  Orange  McGill Supply Co. 210 Front St. F. O. Box 1754  Famps	WASHINGTON	WISCONSIN Cool'd & Grosse George Tiny & Bartery Bapes 215-220 S. Third St.
Standard Auto Supply	216 Front St. F. O. Box 1784		216-220 S. Third St.
Memphis	Fampa	Anneartes Bagt Asso Paris Bellingham Associate Paris Service 1322 State St. Planabage	216-220 S. Third Br. Madificial Tree & Sacrety State Tree & Sacrety State Tree & Sacrety State Tree & Sacrety State State Sacrety Rade Mann Co. A.D. E. Walnesson E. Handrower Rade Mann Sacrety State Sacrety Tomin's Tree & Sacrety Service 7:70 Commercial St. Marlactics Radge More Supply Co. Miller Sacrety
Steepleton General Tire Co.	Motor Enn Auto Supply	Ballingham	431 W. Main St. (3) a
Markella	Raymandville	Automotive Parts Service	Bidge-Madissa Co.
Wholesale Supply Co., Jac. 110 Broadway (3) Wilson, Colle Tire & Barrary Co. 3314 Church St. (3)	Pompo Motor Ene Auto Supply 416 W. Foster St. Raymandville Surven Auto Supply N. 7th St. & Ha-Way	Assembler Parties Assemble Parties Black Asse St. Black Asse St. Jan. Varnada Bagit Assemble Bagit Assemble Bagit Assemble Bagit Assemble Bagit Assemble Bagit Assemble Basit Assemble Bas	Manifeway
Wilson Coils Tire & Barrery Co.	N. 7th St. & Ha-Way San Angale Walter E. Dellinene Co. P. O. Bon 942 San Astronia Empirere Oll Co. 423 Nats Sr. Sapton A. P. O. Box 4156	Helpfich Audy Charles	Ridge Mater Supply
3314 Church 54, 433	"Walter E. Dutitiese Co.	467 N. Maria M.	Tionn's Tire & Battery Survice
Paris Major Pires Co. of Tonn., Inc.  17. G. Buk 1-7 Usion City Automative Paris Service	P. O. Box 942	Shagh Auto Basis	720 Commercial St.
P. O. But 1-7	Sanarries Oil Co.	607 2nd Ames 272	Marinetts
Union City .	4.73 Huiz St.	Richland	2118 Hall Ave.
Automative Parts Service	Tuter	843 Stevens Depte	Storage Bottory Service Co. 1118 N. Jefferson St. (2)
	Tyler The Meggs Co. of Tyler 1906 W. Erwin St. P. O. Box 29	Saattie Lohmah & Clark 13741 Blothell Way Mooor Car Sarpoly Co. 1621 12th Ave.	Storage Battery Service Co.
TEXAS	Water	13541 Boshell Way	Manras
	Equipment Sales & Supply Co. 127 Franklin St.	Motor Car Surply Co.	Monroe Crandal Oil Co., Sac. 1705 16th Ave.
Abliana	927 Franklin St.	1621 12th Ave.	New Landon
Abliana		Spekase Rim Supply Co. 1204 W. Second Ave. Truste On Co. 717 X. Hamilton (11) Tacoma	Hew Leaden Kramer Ridge Co. George
933 S. Third St. 6	Burton Auto Eupphy 3rd & Kansas	1204 W. Second Ave.	George
Amerille Dalton Auro Supply Cs."	Wharton	TYGE OH Co.	Automotive Products Co.
Dalron Auto Supply Ca."	T. S. Clements Co. P. O. Box 66	Tacoma	Oshkosk
Athens	Wharfon T. S. Clements Co. P. O. Box 66 Wichite Falls Ches Smith Engineers Co.	Frank Fox Tire Co.	The Costs of Brown Line Co.
E. & T. Aure Supply Co.	104 Scott St.	Mayberry Motor Paris, Inc.	S. S.
Athens E. & T. Auto Supply Co. 116 S. Prarroville St. Austin	Chap Smith Equipment Co. 114 Scott St. Washville Additionage Parts & Service Co.	Tacher Fox Tire Co.  Frank Fox Tire Co.  114 Fayallop Ave. Mayberry Hotor Pero. Tire. 1955 Market Street 12.  Walls Wells	Pro Auto Parts, Inc.
O. C. Olle Distributing Co.	Albemarye Parts & Service Co.	Walls Walls Johnson Auto Electric, Co.	954 Wkshillerton Ave.
Austin O.C. Othe Describering Co. Line W. 6th St. (2) Beaument Gerner Supply Co. 197 College & Brownsville	126	Spokane Ave. C	Occarde Automotive Predicts Co. Prin Main St. Ochlood The Coft of Borson Line Co. 10 Service St. Definition of the Community St. Definition of the Community St. Definition of the Community St. Birc. Laboratoric Co. Birc. Advanced Co. Co. Community St. Definition of the Community Co. Definition of the Community Co. Definition of the Co. Definition of
Beaumont		/ Wanatahaa	9-11 E. Ean Claim Sc.
Beausewille	WATUR	Jennings Tire Service	Sheboynas 'Auto Electric Co. 81: Indiana Ave.
Barrera's Supply Co.		Vakima	Auto Electric Co.
Barrera's Supply Co. 1257 E. Levee St. Burton Auto Supply, 1001 S. E. Adamo	M	Yakima Grinding Co.	Superior
tunt S. E. Adamo	Morray Motor Burcantile Co.	₱ Lin S. Secured St.	Superior Roldon's Tire & Barrary Serving' 1702 N. 12th St.
Dellas	Safe Lake City Moror Mercantile Co. 124 S. W. Temple 5: 5 W. 7th South St. 1700	1 11/ 11	1702 N. 12th St.
English Equipment Co.	Salt Lake City	WEST VIRGINIA	TOU N. 1218 M. Tempsh Katimely Asso Supply Ca. 906 Supersor Washesha Ridge Mosee Parts, Inc. 137-139 W. Breadeny
The Mages Co.	124 S. W. Tomple 5:	110	916 Superior
20m Main St.	54 W. Oth South St. vive	Backley	. Waukasha .
Delias' Equipment Ca. Solida Equipment Ca. Solida Factori Ave. The Magga Ca. Acon Marto St. South Dallas Bettery Service Life S. Erras 11.		"Auto Parts Service. Sec.	Ridge Mosor Parts, Inc.
El Paso	- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Sackley -Auto Parts Service. Sec. 832 Neville 5; Charleston	Waspaca Gray Cresklebs Oil Co.
The Tole Co. Inc.	VERMONT		Gray Cseskieba Oil Co.
P. O. Just 3117 Sec. A 22		Charlesheel and was Co.  12-14-16 McFarland St. (25)  Clarksheep Too Co.  43-14 Piles St.  Land Ralpache Corper Parts Co.  Ethias  5 & A Supply Co.  Center Dr. & Rambolyh Ave.  Heading Barlesheel Corper Parts Co.  Ethias Barlesheel Corper Parts Co.  Heading Barlesheel Co.  Heading Barlesheel Co.	Wagnes Julium Supply Ca: 417-419 Jackson Sc.
1900 S. Erras 11.  11 Pass The Tale Co. Inc. 1200 E. Vandell Bird. 1200 E. Vandell Bird. 1200 E. Vandell Bird. 1200 E. Overland Fabous Varylood Distributing Co.		Clarksburg	412-419 Jackson St.
1006 E. Overmed	Burlington Hager Hardware & Paint Co. 301 St. Paul Sol St. Johnsbury Hager Hardware & Paint Co. 13 Portland St.	431- W. Pilot St.	- 0
Pathons Year-bood Distributing Co. Esh 605 Fort Worth Clayrook Mathia Barnery Berving C.W. 2505 Co. & Gegald Calescates	304 St. Pani Std	East Rajuctie	1/6
But 605	St. Johnsbury	Carper Parts Co.	мурмине
Part /Warth	Hogar Hardware & Paint Co	S.A.A. Supply Co.	,63
R.W. 25sh et. & Gentd.	a 12 Fortison St.	- Center 21. & Randolph Ave.	Company Assemble Co.
Republic Pares Ca., Inc., 3101 Broadway		Hundred Kennedy Distributing Co.	100 E. Vellanatore
Republic Pares Cu., Inc.		Kennedy Distributing Co.	Chayenna
Houston	VIRG	Gouch Tire Co.	Wyoming Automotive Co.
JUL Broadway Meaches Alter Cooper Battery & Electron C 1006 Carriere S 1006 Carriere S 1006 Erat idle S 1000	0.	Farkersburg  Gouch Tire Co.  614 Juliasa St.	Wyoming Automotive Co.
1999 Caroline St			Wyoming Automotive Co.
8102 Franklik St Bon 218 6.	Chesana Aus Same Co	202 S. Starth-Sci	Best & lot Sta:
Milleg's Battery Bervice	Cherapeahs Auto Supply Co. of Empera, Inc. North Man. Se Franklin	Summergville	Rawlins Assessment Co.
Mountjey Parts Co. M Houston	Franklin	* Carper Parts Co.	Wyoning Automotive Co. 413 W. Buffalo St.
14.50 Ballac Ave	** Coesapeabe Auto Supply Co Int	Wairton Tri-State Mig & Supply Co., Inc.	Rivarios
Lamesa .	Harrisonburg	e down Marte St.	Back Springs Augunotive Co.
Whitlew Battery & Electric Servi	Harrisonburg  Bear Auto Pares Company  14 N. Liberty M.  Hewport Hews  Cheaneabe Auto Supply Co.	Wheeling Auto Supply Co.	Wyoming Austropies Co. Rock Springs Wyoming Austropies Co. 602 4th
	14 N. Liberty St	1-1 S out St	60.2 4th
Livingsten Automotive Parts & Service Co.	Chespools Auto Supply Co.	to a different	Sheridan American Co
Automotive Parts & Service Co.	Hewport Hews Chesapophe Auto Supply Co. Ji4 Juth St. Horfolk	1. 100	116 N. Marin Sca.
Levelland Levelland Auto Supply 602 Houston St.	Norfelk	wiscosin	Terrisation Wyoming Automotive Co. Worland
Levelland Auto Supply	Pote-110 W -23e ht.		Wyoming Automotive Co.
	Onley H. C. Wessen	O Appleton Kraner Bidge Co. 11s E. Weccomer Avv Ashkand Northian Auto Bopply Bately Bately Ash Merice Paris Ash Band St. Ash Claire Autoparise Describering Co.	Wyoming Automotive Co.
Barret's Assumative' 179-14 Tenas Ave Rabun Battery & Electric 1816 Tenas Ave	H. C. Wassen	Kramer Ridge Co.	Wyoming Automotive Co. 540 Rig, Horn Ave.
Rales Battery & Electric	Partsmouth -	Ashland	
1816 Texas Ave,	Chesapishe Airo Supply Co.	Northland Auto Supply	1000
	Richmond Attantic Berhaing Co. Old Osloren Turnpike (30) The Klass Co. 207 W. Broad St. (20) Randolte English Auto. Suntile Co., Inc.	Beleif	ALASKA
Automotive Parts Deptit	Atlantic Belining Co.	Ald Resed St	
Mark Man	The Kling Co.	-Las Claire	Aschiroge
Barrera's Supply Co.	W. Broad St. (20)	Automotive Distributing Co. 317 Baratow St.	Aufomotjes Barts & Equipresent Co. P. O. Ben 840
Market	Franchis Auto Sannia Co. Louis	317 Baratow Sc.	Pairbanks
Miche Ausn Sundly Hox 15V	21h Loock And S. W.	· Schroeder Machine & Supply Co.	Automotiva Parts & Reinforcest Co.
Mission	Standan Simmons Parts Co. 149-123 S. Augusta St.	Feed de Lpc . School & Supply Ca. of \$15 W. Second St. Green Bay	
Barrera's Bupply Co.	Simmons Paris Co.	Green Bay	
Mission Barrera's Supply Co. 500 Conway Bird. Nacogdoches Cocher Saraffer Auto Supply o		Ale W. Beforecontil	TERRITORY OF HAWAH
Corbett Sneadley Auto Supply of Rt. No 3, Lufain Highway	Chenapaste Auto Supply Co. *	Ridge Janguagha Co.	
Mt. No J. Luftin Highway .	POPE. Washington 24.	Ridge Janger Co.	Hanolele The Schuman Carriage Co., Lot.
Berrett's Automotion	Winchester Truck Suppliers, Inc.	of Phuis Goodson Service	The Schuman Carriage Co., Lot.

# Exide

6486 COMMISSION 374

# Wholesale Distributors

by

# STATES and CITIES

July 15, 1951

### THE ELECTRIC STORAGE BATTERY COMPANY

.42 South 15th Street PHILADELPHIA 2, PA.

ATLANTA 1246 Allene Ave., S. W.	MINNEAPOLIS 3
BOSTON 34	NEW ORLEANS 12. 406 Industries Bidg., 238 S. Saratoga St. NEW YORK 18
KANSAS CITY 3-E 129 Belmont Boulevard	SEATTLE 4 1919 Smith Tower Bldg.
LOS ANGELES 15 1043 S. Grand Ave.	WASHINGTON 6 1819 L St., N. W.

In Canada: Exide Batteries of Canada, Ltd., 153 Dufferin Street, Toronto, Canada



### **EXIDE WHOLESALE DISTRIBUTORS**

ALABAMA Ridgocrast Boyd's Auto Para Service Supply Co. 1254 5th St. onlyomory Teague Hêwe. Co. -122 Commerce St. (1) lines leans Tim Bervios Mosterey & Gabilan Sea. Monterry & Gabian Sea.

Monarchies House Parm. Inc
an Branchies House Parm. Inc
196 F Sc.
1166 State & L. (1)
Dorman's Inc.
1164 S State St. (1)
Dorman's Inc.
1164 B Ste.
117 Branchies
Foot of Sampon St.
an Farnande
Montel Auto Parts Co.
1230 San Fernande
Man Franchies
The Electric Busings Bannery C ARIZONA Devore Auto Supply Co. 1122 G Ave. 135 Emerical

\*\*The Exercise Storage Battery & Price Exercise Storage Battery & Price Exercise Storage Battery & Price Exercise Storage & Storage Exercise Storage & COLORADO Phoenix
Denton's Tire Co.
22 N. Seventh Ave.
Tueson Pre Acro Equipment Co 1-th & Lawrence 1- O. Box 1230 Ferminal Station (17) 1318 Lincoln St. (2) Colorado Jabbara Bapply 973 Broadway ARKANSAS na Luis Obiapo Universal Auto Paris Co. 969 Monterey St. CALIFORNIAS. CONNECTICUT rport Boach to Bostowsin's L 10'13 Coast High Opera Hull Garage 238 Washington St. uuth San Francisco Howard-Martin Autom buters Bayshore Blvd. Taft Bearing & Motor Supply 134 Center St.

\*Faciory Breach Depart

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commerciación — com e	IDANO	ILLINOIS-Cours	INDIANA—Carry
State Brillate Control Arms Farm, Inc.	BAHO	Section in	Wante OH & Burnty Co.
How House	Balan B. A.	July S. Sun St.	
417 State St. (1)	Bertram Honer Sepply Ca.	Allen Ann Supriy Co. Original Residence Area Original Residence Trained Inc.	Gennine Mour Parts Supply -216 N. Main St.
		Original Training line	Hammed
- O	Ze Rose Co. See 410	Englished St.	Column White Arm Rapple, Inc. 650 State St. Original Human-Trained 5303 Melman Ave.
W. Barrier		15f E Station St.	5303 Holeson Ave.
Egg a hand her	. U S.	276 E. End Ave.	Indianapolla The Cantral Rubber & Sassiv Co
Stanford Colo-Cream Co. In	númois.	However Ages Bapply	Indianapolls The Cantal Rubber & Supply Co Ruddell Building 20 E. Georgia St. (9)
* The Horses-Colle-Creamer Co., In 835 Main St.			H. J. balante Co.
Torrington Oriental Asso Pares, Inc. 55 E. Hain St.	Wells Tire Co. And St. Bread by	La Grange La Gringe Motor Ports Co. 17 X. Brainsed Ave.	
55 S. Hain St.		La Saffa	La Porte The Ridge Co., Sec. 467 Michiga
Sample Asian Parker, here.	Politica Agus Ports Ca.	La Sallo Apparantire Rapply Co. 160 Bucklin St.	The Park
	Robinson's Aline Supply Co.	Lincoln Lincoln Anno Anno Supply Co.  716 Brendway	16-110 St 402 34
PELAWARE	Refleville H. B. Pritzinger Distribution Smithton Rd.	716 Breaden	Maddott The Assumption Bupply Co.  123 E. Main St.
- ALAWARI	Smithton Rd.	Macomb Tire & Barrary Distributor 317 E. Washington St.	Market
Borne 9	Sinomington Ann Hond, Inc. East & Jefferson Sta.	Matters	G. C. Balor Mictor Supply 117 W. 4th St.
S. Governor's Ave. Blvd.	Eaft & Jefferson Sta.	Mattees Premas & Johnson Auto Supply 1913 Broadway	Mishawasha
Wilmington	Carbondole  Relley's Assumptive Supply Co.  315 N. Oakland Ave.	Maywood	Michawanka The Ridge Co., Jac. 116 S. Male St.
Messager Barries Co. S. Governor® Ave. Bird. Wilmingdom Shorour Service Co. (\$00 French St.	Champaign	West Suburban Auto Parts, Inc. 511 W. Lote St.	G. C. Babo Moor Supply 20-21 E. Std St. Blabmood
The Park I was a second	Champing Co.	Mallina	26-24 E. 34 St.
DISTRICT OF COLUMBIA	P. K. Lagas St., Chinage Bussey Co., 2015 S. Western Bried, (9) Alised Ties 2 Bestery Co., 410 W. 2305 S. (14) Sec., 2010 W. 2305 S. (14) Sec., 2010 S. Michigan Ave. (16) 654 W. Majanes St. (44) Al R. Heise & Co., 4010 Breadway (45) Sec., 2010 Br	Perrist W. Shartusk 2312 5th Ave.	Brown Marie Co. 12 K But S
	5335 S. Wastern Bird. (9)	Pakin Assessative Parts & Machine Co. 229 Court St.	To Ride Co. In. (2)
2 1.0 KJ X.W. (0)	Grisso House St. (16)	Pearle .	315 W. Jellerum St. (2)
100 K M. X. W. (6)	2610 S. Michigan Ave. (16) 4654 W. Madison St. (44)	Poeria Machine & Parts Co.	13 W. Jefferson Bled.
	Al 8. Maior & Co. 6019 Broadway (40)	Peoria	Torrie Mante Lingur & Sun 41th & Ohio Waltank G. C. Rahm Moner Statesty 20-24 E. Capal St.
PLORIBA	Principle Machine Works, Inc., 2630 N. Ashland Ave.	Position Frank Service 425 W. Madison St.	G. C. Raber Money Statistic
	Universal Automotive Supply Co. 4021 Wathington Blvd. (34)	425 W. Madison St.	20-26 K. Capal St.
Jeseph H. Walsh Co. 591 Park St. O	Chicago Holgado Longo Anno Purto 3401 Chicago Rd.	Orem's Auto Parts 1024-26 Mains St.	Warston, M. J. Schroder Co.
All and	2901 Chicago Rd.	1024-36 Maine St.	1,7
429 X. W. 6th St. (8)	Universal Automative Resuly Co. 5491 W. Coronta Rund	Rackford The Ridge-Reckford Co. The Ridge-Reckford Co. 211 S. Winneshage St. Smith Qil & Radining Co. 1102 Kilbourn Ave.	15.00
•		Smith Oil & Rolling Co. 1102 Kilhourn Ave.	1
Flord Wholesale Tire & Supply C 1403 Jah Ave.	Wells Tire & Barnery Co.	Rock Island	IOWA
1400 Mt A16.	E. R. Calline Co. 214 W. Main St.	Rock Island Midway Oil Co. 4301 let App.	Burllantan
- AIDROIA	214 W. Main St.	Springfield Samply	Sherik Parts Service Co. 512 N. Main St.
	Decarter Anderson Tire Co. 1404 E. Externio St.	927 E. Jackson St.	Coder Banks C
Butler Supply Co.	1454 E. Elderado St.	Streater Auto Parts Co. 120 S. Bloomagton St.	Allan Motor Ca.
Atlanta Bapply Co. Atlanta The Electric Surger Barrers Co.	Bruity Goodyser Service 19	Washenes	Codor Rapide Allan Moorr Co. 2nd Ave. & John St. Plant Expressions Co. 611 2nd Ave. S. E.
Atlanta The Electric Spreage Statury Co. 2264 Allene Ave., S. W. Prior. The Co., Inc. 458 Penchtree St., N. E. (3)	Streeness Auto Supply	Washington-Tire & Batlery Service 542 Washington Ave.	Chorabas United Whatesters 422 N. Maio St. Clintus Lebusan & Co. 712 S. Second S
450 Penchitree St., N. E. (3)	Streenam Auto Supply 615 15th Ave.	Wheaten Amp Parts 112 N. Wheelen Ave.	423 W. Maio St.
Stimer Auto Supply Co. 544 Bread St. Bandry	East St. Louis Caffey-Schreiber Tire & Gassime Cd 20th & Broddusy Edwardsville	1112 N. Whenton Ave.	Lehman & Co. 712 S. Second S
Batter Supply Co.	Edwardsville	Word Elver Wills-Schmidt Tire Sales 101 E. Ferguson Ave.	Day Males
Suther Supply Co.	Wells Tire Sales, Inc.	101 E. Ferguson Ave.	Magnete Carburetor & Electric C
C & B Parts Service Co.	Edw On Ca.		Date of the last o
Massa	Scoth Banker St.		Balady Moove Ca. 8th & Java Sts.
Sucher Sample Co. 660 Strandway Charles Commen. Jac. 417 Matherry St.	Parline Auso Paris Co.  370 Brook St. Robinson's Auto Supply Co. Cor. State & Chicago St.	INDIANA	Fort Dodge
419 Muherry St.	Robinger's Auto Supply Co.		Fort Dodge Half's Automotive Parts 19 N. 120 St.
Victo Condense The Store	Diffuge Agreement-ry Supply Co., Inc. 211 S. First St.	Columbia City H. J. Schroder Co.	Fort Madison Continue Franchy & Machine C 1932 Avenue B
Servines pr.	All E. First St.	Crows Point Dut Pearls 111 W. Juliet St.	1932 Armer -H-
Street Corporation 322 Street Street W.	Francis Bayery & Ties Service		Le Mars
Valdedo.	Original House Trained, Sac. "	H. J Schroder Co. 1516 Naio St.	La Mary United Wheleston 33 Flymouth St., N. W.
Le Pin Annual Service	Specialista  Superior Berging & Time Starting  (144) Elemented Ave.  Orion-Florent-Francia, Inc.  922 Davis St.  Granific City  With Solid Typ Salan, Inc.  144 Sec.  145 Sec.	Bustier Para Service 500 K. Farm Ave.	Marshalltown Supply Ca.  J W. Church St.
- A-1	21ct S Niedringhouse	900 M. Farm Ave.	8 W. Church St.
All Markets	Himp Tire Compray 60. N. Main St.	Port Wayne. R. M. Man St. (2)	Mason City Jacoby Barrery & Bietrie Co., Inc 101 First St., S.E.
Dinner Arm Supply Co.	60. N. Main St.	224 W. Main St. (2)	101 First St., S.E.

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List of Exide Wholesale Distributors (Continued)

AMATHO

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· · MININESOTA ·

lew York
Bruschwy Ignition Co., Inc.
366 Trenth Ave.
The Electric Storage Bottery
291-3 W. 64th St. (23)
Lité Sales Corporation
1416 Boston Rd. (56)

Oswago Petroleum Ca., Inc. 59 W. First St. Patchoque George Waldhauer & Son 21-25 Ravess Ave.

George Waldhauer & San 21:25 Rayen Ave Platfaburg Histor Bervice 95 Bridge St. Part Sarrige St. H. R. Hulby Aust Parts H. R. Hulby Aust Parts Port Hickmond Carle Tire Boors 404 Richmond Ave. (2) Paughbengole Petter Accessories. Inc. 311 Mill St. Geom City Oil Co. Richmond Hill Shore Bettery & Equipment Corp. 82:20 Van Wyck Blvd. Rechester Hahn Tire & Accessory Co., Jac. 415 St. Paul St. (3) Residville Cardre. Echnic Bevice Canter. Inc. 111 Sunrise Highway Residyal

111 Sunrise Highway
instyni
Jordan Ties Ca., jus.
3 Bryant Ave.
aranac Lake
Flatriburgh Mtr. Lervice
Saranac Lake Corp.
37 Woodruff St.
Sandard Ties & Supply
120 Broadway
chenacelady
Doore F. Bestman
17 S. Church St. (5)

12 S. Charten St. (3)
Syracose
Niles Auto Supply, Inc.
766 W. Genessee St. (4)
Tleandgroups
Air-Land Moore Parts, Inc.
113 Montealm St.
Tomphineville
D & M Moores Parts Co.
290 Bay St.

Cohill Aufo Supply Co., Inc. 211-213 Ehapieth St. 12:

ferfown isoland City Parts Corp 460 Mill St.

HORTH CAROLINA .

Clark D. Perry 2817 6th Ave

### HEW MEXICO

beigerene heiervancy Oil Co. 2120 S. Sabond St., P. G. II III Auto Electric Service 415 W. Marquette Ave. fester Egiporiant Co. 109-120 K. Marquette St.

ewell stighway i fed Revelle Co.

Main at Walnut Sto. the Fe.
incient City Oil Corp.
1515 Cerrillos Rd.
the Rose

nta Rosa Au P. O. Box 34

### NEW YORK

Albany Postina Auto Paris Co. 261 Central Ave. (6) Particle Association of the Control Are. (6)
Asthorn Unit Parts
21 Dill St.
Binghanthen
Anna Sapphy Distributing C
2 Hawky St.
Broothyn
Benson Anna Encurical
& Caphornour Bervice
Dir H Anna Parts
197 Empire Buck
A. Pumplind
316 St. Marks Ave. (127
\*K & G Anna Parts. Inc.
147 Bedford Ave. (18)
Maddiem Barganto Co., Inc.
147 Bedford Ave. (18) Balo Balos-Pedvick Parts Corp 1454 Main St. (9) Init Parts Corp. 1239 Main St. (8) 1239 Main St. (87 draftill Nicher Accumories, Inc. 48 Bridge St. orbisad Cellegy Auto Supply Co. 135 Main St. one Fulls inc.Land Motor Parts, Loc. 23-25 Bay St.

on L. Shinner 205 W. Stain St. raell rank B. Poch Co. 7-15 Senota

Tiegs Auto Parts

1002 E. Second St.
Ingothen
Shield Petroleum Products
P. O. Box 201
When.—130 Ceder St.
ong Island City
Man Pinhtantein, Inc.
13-20 Neuturn Ave.
Rappelm Corp.
13-21 43rd Rd.
13-37 43rd Rd.
13-37 43rd Rd.

Actives

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hariotts
Carolina Asso Supply Ho
221 N College Sc. (1) Southern Parts & Ele 392 Norgan St.

HORTH CAROLINA -- C

shoth City bornerie Asto. Supply Co., Inc. 303-305 N: Water St. 121-127 E. Franklin St.

121-127 E. Franklin St.

sidefestor

Brandard Automotive Parts Co.
East Cliert St., N.

reachines

Monte Supply Co., Inc.

222 Commerce Plate
P. O. Draver 1899

lenderson

Standard Bioter Parts Co.

423 S. Garnett St., P. O. Box

Reheaver

Ichory
The Florens Co.
1121 Numb Ave. Fligh Polet
Collins Auto Supply Co. Inc.,
153 S. Wrenn St.

S. & A. Parts Co. 127 W. Gordon St.

127 W. Gerden St. galler St. galler Whe Plawers Co. footgrantown. The Flowers Co. 231 Ev. Clare St. Gerden St. Gerden St. Gerden St. Gerden Auto Parts Co. Lac. 420 South Salisbury St. Gerden Machine Co. Gerden Auto Parts Co. Lac. 420 South Salisbury St. Gerden Machine M

By ichon Auso Supply, Inc. 116 W. Marion St. he Flowers Co. 213 S. Meetin

inlegtes real & Scrickland Auto Parts Co 5 North 3rd St.

### NOSTH DAKOTA

marak ledahi Meser Seppiy -20: W. Main St.

Minot Parts & Service Co. 302 First Av S.W. Westlie Motor Co. 117-119 Central Ava.; W.

# OHIO

Abres
The Hardware & Supply Co.
475 S. High St.
Thresh Oil Co.
1230 Newton St.

The Ohio Battery & 225 Henry So.

anc Miles Saim
418 N. Lynn St.
mbridge
The Peoples Of Co.
230 Woodlavn Ave.
213 Deary Are.

colombil to the Company Company Control Parkety & Maco Sci rentmen-Oction Parts Co. 6014 Mentagementy Rd. (3)) herman Automotive Parts Co. 1975 Walter Sci. 1975 Walter Sci. 1975 Parts Co. 1975 Walter Sci. 1975 Parts Co. 1975 Parts

Assentates Pares Co.

4132 Manuffor Ave.

leveland

1702 Design Businey Co.

1702 Electron States

Electron

July Crand View Art Soybes Gil & Seeply Co. 311 Kirthym St. Standard Parts Co. 23 Washington, St. Dover Asso Pagel Se. 121 Wooster Br. Standard Parts Co. 121 Wooster Br. Heyr Col Co. Prediaty Allicon Parts & Egwine 211 V. Mais St. Francayaberry Layman The Service Francast Tre Service Francast Tre Service Francast Co.

remeir
The Frament Qil Co.
1649 W. Seate St.
1640 P. Seate St.
164 Dinie Amo Parts Co. 210 W. Columbus St.

akawood Lebrwood Bott. & Ignition ( 16215 Madison Ave. (7)

16215 Medison Ave.

Boothart Resourcing
21b S. Usion St.

Politics St.

Hogeness Supply Co.

163 Broadway

Lord Distributing Co.

145 E. Frich St.

Meric Auto Supply

64 N. Waltut St.

Carlette

D. A. Eghn

167 Ffenn St.

The Hardware & Supp S. Erie St.

Price & Sans Inc. 50 E. Monroe St Dorman Asso Parts Co. 3616 Mingrainy R4

Maya Oil & Burphy Ca 111 College St. Salem Hopen The Spiles 116-114 W. Saine St.

Automotive & Marine Supply Co. 730 Hancock Ave.

### OHIO-Cant'd

Sidney
Digie Auto Perus Co.
Digie Auto Perus Co.
Digie Alito Perus Co.
Springheld
Springheld Tice & Bettery Co.
216-36-40 W. Main St.
Canabasadille

Steaheaville
Steaheaville
Shafter's General Time, Inc.
Cop. N. Fourth & North Siz.
Standard Welding & Spring Co.
244 N. Ionin M.
Supar Time Ridge
R. W. Marconette

Hankey Sales Co. 110-112 14th St. (2) Hushner Supply Co. 20 Erie St. Milber Od, Sec. 1033 South Ave. (8)

Warren
Lang & Rockey, Inc.
215 Niles Rd.
Piutler Automotive Supply, Inc.
522 E. Market St.
Wallington Auto Parts, Inc.
115 Herrick Ave.

J. A. Barber & Son J. A. Barber & Son 13-19 E. Woodland Ave. The Vehry-Marsh-Woods Co. 10-25 W. Rayen Ave.

Zanesville
Layman's Tire Service
139 Main St.
Earl Miller Factory Distribe
931 Merrick Ave.

### OKLAHOMA

Ada Auto Supply
216 E. Main Alfes Barger Oil Co. 621 S. Main Alva
Hackett Auto Supply
220 College Ardmors
Lyndon Lindley
304 W. Mam St. Bartlesville
The Motor Equipment Co.
213-15 Osage The More Equipment Ca.
213-13 Osage
Chickethe
The Moire Equipment Co.
Bail A. Chickethe
The Moire Popipment Co.
25 W test Maine
P. O. Box 1/65
Hackett Auto Supply
Cethrie
T. S. Whod Supply Ce.
114 V-Wentz
Lawtes
The Morre Equipment Co.
of Wichna, Kansan
Oklahoma City
Dryer Clark & Dryer Oil Co.
22 N. Fyst St.
122 N. Fyst St.
1548a

Tom P. McDermott, Inc. 1460 S. Boston 1400 S. Boston

/oodward

Hackett Auto Supply
510, Main St.
The Motor Equipment
517 E. Main

### OREGON

Albany Konselman's 420 W. Scoold Ave. Corvellis Auto Parts 112 N. Second St. Esquese
Wyatt's
101 W. Broadway
Lo Grande
Roy Farnum Supply Co.
1414 Adams OREGON-Cast's

Medford
Sam Jennings Tire Co.
229 N. Riverside Ave.
Portland
Wiggins Company, Inc.
N. W. Park & Couch Sts

### PENNSYLVANIA

Aliestowe
Bar Insurporead
218 Alies St.
Philadelphia Wholesal
Distributors, Inc.
Prim & Green Sts.
Altonas
Lyger Bettery & Elec
2501 Union Ave.
Basver Fells
Bearing Auto-Acceptance

Superior Auto Accession 1820 Seventh Ave.

Praifect Cantwell-Jahmann, Inc.
59 Statiour St.

Prownsville Euperior Auto Accession 195 Market St.

House St.

Superior Auto Accessories Co. Canan Auro Parts Co.

arnegie Tri-State Mig. & Supply Co., Inc 251 E. Main St.

Superior Auto Access
228 McKean Ave. Motor Car Service Co. S05 Seront Sc.

305 Sprons S.
Clairtea

Res Anto Parts Co.

Res Anto Parts Co.

Clearfield

Keller & Wollel, Distributors
C. H. Miller Hardware Co.

27 N. 2nd St.

Coatesville
Metorear Service Co.
719 E. Chestnut Res Auto Pares Co. 763 McKean Ave.

Doylestown Auto Parts Co. North Main St. North .... Sphrate Earl R. Sandoe, Inc. 202 W. Main St.

Brie G. J. Miller Auto Supply 1911 State St.

1911 State 5t.
Severelt
Service Electric Ce.
Ridge Acr. & Mam'st.
Grassburg
Superior Auto Accessories Co.
16 E. Pitt-burgh Sc.
Harrisburg
V. D. Leisure Co.
20th & Derry Sts.

20th & Designation of the Control of

C. W. Miller Hardware Co.

Annicology of the Co.

F & C. Automotive Specialties, In

167 Jericho Maror

Sanstawa

Cambrie Equipment Co.

17.27 Johns St.

Ingathen

Old & Sansoly Co.

Market & Wright Sts.

Aucastra

Herr Thompson O.J Ca. Inc.

833 S. Firmer St.

Jaronn H. Rheade

Lincoln Highway East, RD #4

\*\*Sanson Highway East, RD #

Krall Battery & Ignition Co.

PENNSYLVANIA CONTA

Lock Haves

Economy Tire & Auto Parts Co.

16 W. Church St.

Lock Hayan

Economy Tire & Auso Paris Ca.

McRanapari St.

McRanapari St.

McRanapari

McKeernort Ausy Paris Ca.

1.9 Market St.

Mandville

Bending Bron.

1.12 A. Paris Ca.

1.12 A. Paris Ca.

1.13 A. Paris Ca.

1.14 C. Paris Ca.

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1.16 Carepany, Inc.

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Htsburgh
Superior Auto Accessories Co.
5117-5121 Baum Bird.
120 W. Ohio St.
Tri-Sasse Mig., & Supply Co.,
44 Walash Are.

Histown Nottle Auto Parts 416 Chestnut St.

Pottsville .
Battery Service Co
5th & Arch Sts. Arlington Hoffert 1030 Buttonwood, St.

St. Thomas E. C. Barnes & Son P. O. Box 195 Scranton Charles B. Scent Co. 119-123 Franklin St

Smethport Auto Parts

Somerset
Cambria Foundment Co.
273 E. Main S.
Stroudsburg
Pocono Distributing Co.
525 Main St.

enbury Big Boys Auto Parts Co., Inc

Uninatowa Superior Auto Accessories Co. 25 Danhar St.

25 Dunbar 25.
Varrea
Parish Barrary & Elegeric Se
6 Market St.
Vashington
Superior Auto Accessores Co
103-N. Main St.

filliamaport Ciark & Hong Tire Sales, Inc 505 Market St. (8)

Vark
Len Williams Aum Eupply
88 N. Sicimont St.

### THOOS ISLAND

T. O'Counell, Inc.
17 Long Wharf
urbacked
F. E. Davis Co.
28 Montgomery St.
29 Montgomery St.
20 Montg

. E. Davia Co. 172 Front St.

### SOUTH CAROLINA

Moorhead Oll Ca. See Murphy Ave. 500 Murps) Arts
Lariestes
Cameros & Barkley Co.
160 Meeting St. (H) P. O. Box 908
101ambla
Cate-McLaurin, Inc.
1133 Hampton St. (C) Caralinas Auto Supply Hou 129 N. Irby St. partanburg Les Tire & Rubber Co. of N. Y., Inc. 120 Boba St.

### SOUTH BAKOTA

Abordoon Arno Supply Co. 1017 S. Mann. cive Supply Co. Mitchell
Automotive Supply Co.
309 N. Main St.
Rapid City
Furitan Ol Co., Inc.
Sloux Falls
Sloux Falls Machine Wo:
214 N. Dakota Ave. Watertown
Automotive Supply Ca.
W. Kemp Ave.

### TENNESSEE '

Bristol Southern Auto Supply Co. of Bristol 19 7th St. Southern Auto Supply Co. of Bristol 19 7th 5th
Chaftbaseoga
Barker Oll Company
744 E. 11th 5th
Dyardhare
J. M. Collins Auto Paris Co.
Johnson City
Southern Auto Supply Co.
Av W. Marker St. P. O. Box 269
Enerville
Service Auto Pares Co. Inc.
Emrs) Park & Central Ave. (17)
McKenale
Standard Auto Supply
11th
Supplement St.
Marker St. P. Co.
Emrs) Park & Central Ave. (17)
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1514 Church St. (3) aris Motor Paris Co. of Tenn., Inc. P. O. Box 147 alon City Automotive Paris Service

### TEXAS

Abliane
Barrett's Assumeting
933 S. Third St.
Amarille
Dalson Auto Supply Co.
108 Polk St.

### List of Exide Wholesale Distributors (Continued)

WISCONSIN-Coaff4 WASHINGTON-Cost'd TEXAS-Coord HATU Adison
Holmon Tire & Supply
433 W. Main St. (3)
Sidge-Madeson Co.
526 E. Washington S there T. Auto Supply Co. 116 S. Pracrieville St. 118 D. C. Olle Visterlbuting Co. 1206 W. 6th St. (21) SapHie
Lohman & Clark
13741-Bothell Way
Mester Car Supply Co.
1621 12th Ave.
Spakene
Bearing & Rim Supply Co.
1204 W. Second Ave.
Trans's Od Co.
717 N. Hamshon 411) Motor Mercantile Co. . 4778 South State St Garner Supply Co. 597 College St. Soit Loke City

Motor Mercantile Co.
124 S. W. Temple St.
54 W. 7th South St. (10) 277 N. Hammon 211)
zeoms
Beynolds-Hunt Tire Co.
214 Pays Horiz Tire Co.
214 Pays Horiz Parra, Sac.
1928 Marker Schoot (2)
Valla Walla
Johnson Auser Estavic Co.
25 S. Spokare Aye.
Vanatchese
Jennings Tire Service
216 S. Wenatchese Ave.
248 Mar. numeville urrera's Eupply Co. 1257 E. Leve St. luctori Auto Eupply 1001 S. E. Adams VERMONT Silice
English Equipment Ca.
3016 Caston Ave.
Greater Dallas Automotive
4155 Mckimney Ave.
South Dallas Battery service
1800 S. Ervay (1) Burilinghan
Hagar Hardware & Paint Co.
104 St. Paul St.
S4. Johnsbury
Hagar Hardware & Paint Co.
13 Portland St. Yakima Grinding Co. WEST VIRGINIA eckley
Auto Parts Service, Inc.
812 Neville St.
AutoPart
Austhed
Superior-Starling Co.
AutoPart
Bluefield Ave. VIRGINIA N.W. Sandard Mattery & Electric Co. 1975 Caroline St. Miller's Battery Service 1205 Senth St. Because Service 1205 Senth St. Because 1420 Dallas Ave. 7243 Harroburg Bird. Danville
Auto Searing & Parts Co.
519 Loyal St. Charlasten
Southern Hardware Co.
12-14-16 McEgrand St. (25)
Clarksburg
Clarksburg Tave Co.
431 W. Pike St.
East Rainable
Carper Parts Co.
St. A. Supply Co.
Cemer St. & Randolth Ave.
Cemer St. & Randolth Ave. Emporia
Chesapeake Auto Supply Co.
of Emporia, Inc. North Main St. rankilo
Cresspeake Auto Supply Co., Inc
214 Mechanic St. Whitlew Battery & Electric Service 103 N. Dallas Leveland Auto Supply 602 Housen St. Beer Auto Parts Co. 14 N. Liberty St. Newport Hews Chesspane Auto Supply Co. 314 28th St. S & Supply Ch.
Center St. & Randolyli A
ranklin
Glover's Acto Supply Co.
Main St.
Lantington
Venezas Auto Supply
1122 Fourth Ave. orfolk .0 Chaspeake Auto Supply Co., Inc. 200-210 W. 21st St. Onlay . H. C. Watsion Parkersburg Couch Tire Co. 614 Juliana St Lefkie Automotive Parts Depot 118 E. Shepherd St. Portsmouth
Chesapeahe Auto Supply Co.
821 High St. 614 Juliana St.
Princetian
Chambers Austrastive Supply
102 S. Stath St
Summersville
Carter Parts Co.:
Wolvion
Tr. Sana Mig. & Supply Co.: Sec
4000 Main St. 118 E. Shepherd St. Markal Hicks Auto Supply Box 151 Mission Barrers's Supply Co. +500 Convary Bird. Natogdoches Corbot Spralley Auto Supply Rt. No. 2, Lufkin Highway chmond The Kline Co. 2725 W. Broad St. (20) Englishy Auto Supply Co., Inc. Wolch
McDowell Auto Parts, Inc.
156 McDowell St.
Wheeling Auto Eupply Co.
1-5 South St. Staustee Simmons Parts Co. 119-123 S. Augusta St. Odessa Barrett's Automotive 111 N. Hancock 433 W. Buffale St. Elvarhos Wymning Automotive Ce. Rock Springs Wymning Automotive Co. 602 eth St. Sharidan Wymning Automotive Co. 116 N. Wain St. Torrington Wymning Automotive Co. Wymning Automotive Co. Wymning Automotive Co. Soffelk . Chesspeake Auto Supply Co. 200 E. Wachington St. Orange McGill Supply C-210 Front St. P. O. Bex 1784 Winchester Truck Suppliers Inc. 22 W. German St., 9 WISCONSIN Pampa Motor Inn Auto Sripply 416 W. Foater St. Burron Auto Supply
N. 7:b St. & Hi-Way Appleton Kramer Ridge Co. 316 N. Appleton St. Kramer Riche Co.
216 N. Appleton St.
Ashland
Northland Auro Supply
Steleti
Notice Co.
216 N. Appleton St.
Ashland
Northland Auro Supply
Steleti
Notice Co.
216 Northland St.
Eas Claire
Automotive Distributing Co.
217 Baraton St.
Eash Claire
School Machine & Supply Co.
Grean Bay
L. Schuster & Sons, Inc.
425 NJ Johnson St.
Janesville
Ridge-Janesville
Ridge-Janesville
St.
Smith Goodynar Service
215 Nilvanice N.
La Crosse
Coorge Time & Barcory Depot
2(4/220 S. Third St. Worland
Wyoming Automotive Co.
846 Big Horn-Ave. San Angele Walter E. DeShare Co. P. O. Box 942 WASHINGTON San Anticalo
Sanantes Oll Co.
422 Ruis St.
Station A. P. O. Box 4156 bordoon Caldwell Bearing & Parts Co. 315 W. Market St. icarles legit Aino Perts Singham stometine Parts Service 1322 State St. 927 Franklin St. 4 stace C lurten Auto Supply Jed & Kanses

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Tomor Time & Benney Service
720 Commortal St.
Jarinette
Automotive Prochem Co.
2018 Hall Ave. torage Bottery Service Co. 1118 N. Jefferson St. (2) Monroe S. Jefferson S. Crandell Oil Co., Loc. 1705 16th Ave. Haw London Kramer Ridge Co. Oconto Automate Automa Ocasio
Automotive Products Co.
No. Miss St.
Oshberb
The Cosh & Brown Line Co.
70 Maron St.
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Oliver Chewrolet Co.
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Sabergam
Auto Electric Co.
Superfare
Co. Superlar Holden's Tire & But 1702 X, 12th St. may Service Tomak
Kennedy Auto Supply Co.
906 Supersor
Waukesha
Ridge Motor Parts, Inc.
127-129 W. Brondway Waupaca Gray Casskiebs Oil Co. Juneau Supply Co. 417-419 Jackson St. WYOMING Casper
Wyoming Automotive Co.
628 W. Yellowstone Ave.
P. G.-Box 1171 P. G. Box 1171
Chayanas
Wyoning Automotive Co.
1712 France: Arc.
Favell
Wyoning Automotive Co.
Bent & lat Su.
Rawilles
Wyoning Automotive Co.
413 W. Buffalo St.
Blunchas

### ALASKA ,

Aschorage Automotive Parts & Equip P. O. Bost 840 Fairbooks

### TERRITORY OF HAWAII

The Schumae Carriage Co., Ltd.

3505

ickland Auto Lupply & Machine, Inc. 843 Scevens Drive

ensburg Hainrich Auto Elec 403 N. Maio St.

t. Vernes :-Shagit Auto Parts 607 2nd Ave.

nes Co. .P. O. Bo

ligidta Falls City Smith Equips The Scott St.

Woodrille Autopolies Parts & Service Co.

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# Exide

# Wholesale Distributors

by

### STATES and CITIES

May 1, 1957

# Exide AUTOMOTIVE DIVISION

THE ELECTRIC STORAGE BATTERY COMPANY 246-286 E. 131st St., Cleveland, Ohio

### REGION SALES OFFICES

NORTHEAST CAMDEN 2, N. J. 518 Market St. Phone WQodlawn 4-7300

SOUTHEAST
ATLANTA, GA.
P. O. Box 208 Station A
Phone Plaza 8-2621

CENTRAL
CLEVELAND 7, OHIO
14237 Detroit Ave.
Phone LAkewood 1-3795

WESTERN CHICAGO 9, ILI

5333 S. Western Bivd. Phone WAlbrook 5-9800

SOUTHWEST DALLAS 1, TEXAS 2133 McKinney Ave: Phone Riverside 1-9977

PACIFIC LOS ANGELES 22, CALIF. 5700 E. Olympic Blvd. Phone RAymond 3-7972

In Canada: The Electric Storage Battery Co. (Canada) Ltd., 153 Dufferin Street, Toronto, Canada



· AMERICAN (Cont'4) > ESTEVILLE Draper Tire & Settery Co., Inc., 30 H. Harins St. 61 Implement & Hotor Co., F. O. Bez 799 to Hardware Co., Garner 20th St. & Second Ave. Long-Levis nerpostation (1900 per levis 1900 per le Ecore 011 Co. P. O. No. 323 E. R. Porkard Co., 1322 Washi atagties St., E. V. CARLTHER Larino Apple DE WITT Long-Garis Hardware Co., Fifth Ave. M. at 9th St. P. O. Noz 2653 (2) H.CONTONIUE Contential Parts Company
Clanton Some & Auto Supely Co., 7th Street Stever Auto Supply, 500 E. Hillsbore Avenue PAIR CARS Payetteville Auto Supply Co., 19 E. No FT. SHITE CHLIMS Distributing Co., F. S. See M. HeCartesy Ctl Co., 2212 Town Am. aspells date Paris, 107 Streeterry Street Hotor Parts So., 327 Walnut St. HOLLY GROVE Dis Auto Parts #2 Dother Anto Parte Co., 20k S. Outos St. Vood River Service Station, Hall Rowto #5 NOT SPRINGS.
Wheatley Bross. Auto Supply, 809 Control Ave. Denson Oil & Battery Co., \$21 E. Bread St. (Nail Address: \$10 Riley St.) Other's Battery Sattery Stop, 25 Creeks St. Layer Strades St. 2 7. 0. he 95 . D. F. Hokley, P. S. Soc #127 MONTOVILLE
Automotive Parts Co., 640 Heristins Ft.,
HORIZE ITTLE BOOK
Lady May Three Supply Company, 1,000 Asher Ave.
HC CHES McGorin-Lynna Rhee, & Supply Co., P. C. New 1209, 113 M. Water St. (7) Tests Distributing Co., 135 H. La Motorite Company, 808 200 Davis Arto Parts Company, 102 South Wilson Ave. Jones Nim Service, Howy 675 Palabooka SIMPLE LATITUE Rebinson Auto Parts, 173 E. Presklin St. 3007 TS EMBO Dizio Auto Parts, 306 Caldwell St. Stimoon Auto Parts, 312 S. Pruntt St. Jus's Auto Ejectric Company, 3201 Nest 6th St. (F. C. Burids) Laylar Arksonic Co. Last Auto Parte Co., 1129-26 Dates St. SHETFIELD Plays Service Center, 3517 Justicen Highway THREALOGA Surgest's Auto Parts & Sentine, 320 S. Let St. STUTTGARD Layne Arramana Co., 130 W. Second St. Automotive Parts Co., 25th Stath St., P. O. Bur 190 A. A. Elliett, Mail Route fl - Greensters Highway TEXAMENA H & N Distributors, \$10 E. 7to St.

Defining

Javanes into Supply Co., 1811 '0' Arrange

Pleases firstributing Co., 1860 West Fillmere St.,

TUCKS

Stars's into Accessaries, 511 East, Breakery

BATTOVILLE
From Publisher Substances Str. Parks.
HENDE
Lasy Vay Time & Supply Concessy

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CALIFORNIA

AND TO GRANGE
Twa's Auto Perts, 107 Salaum St.
Madrieryzzid
Salaum St.
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Arkaness Tire & OLL Co., P. O. Bes 68)

CALIFORNIA (Cant's)

CHILA VISTA MII CIT

, Inc., 1955 Just

Bornan's, 321 H. Marmelia Ave., CENTRO Asin Goar & Supply Co., 127 J. 645 St.

n's, 1737 Firm St.

Electric Laboratories, Inc., 1822 Van Hess i

tive Ignition & Bettery Co., 3651 Foreign Read Autono

Johnson Heter Co., 2nd & Alta Sta.

Hanfar. Auto Supply, 116 E. 6th St.

Marter Motor Supply, 162 Pacific Coast Boy, RATAIN

Hent Surder, 365 Castro St.

Wellington Auto Parts, 6622 Solma Avenue (26)

Stevens Dil Co., F. C. Sen L29, 49021 Suntingto

Aust notive Parts Co., 15 Broads KING CITT

Tovernotti Hotors, LOI Bro Frentier Supply Co., \$1932 Tucca Ave.

Action Buttary Co., 1707 V. Bessers

A. J. R. Motor Supply Co., 1650 E. Washington Elvd. (72) A & N Service Station, 1053 S. Grand

A & M Service Station, 1953.8. Grand Student Time & Supply Co., JUDG Lee Palis Elvé. (37) Sarr Mynus Co., 1960 S. Central Ave. (23) Capital Auto Supply, 3700 Emolige Sev. (22) Capital Auto Supply, 3700 Emolige Sev. (22) Central Auto Essentials, 1350 S. Lahres (19) Control Auto Essentials, 1350 S. Lahres (19) Control Auto Essentials, 1350 S. Lahres (25) Control Ave. (26) Control Evel. (27) Jan Santa Sarriss, (35 S. Fairfan Ave. (36) - Pausos Reinst Sarriss, 1350 E. Chympic Elvé. (27) Franctission Eschange Co., Milk S. Orest Ave. (7) AMENTILE

MARTSVILLE. Ranon Fros., 4th & G.Sta. J. R. Elett Co., 726 Fifth St. Riddleton Implement Company, 3rd & "7" Sta.

Perced Bearing Supply, 847 W. 17th St..

Senson & Ziamerman, 11th & H Sts., P. O. Non (1)

er-fiel Oil Co., 1105 W. Olympic Med.

rts Auto Supply Co., Sio Walnut St., Home Mag.

Sharts accompany to the control of t

mornes, 227 H. Third ave., P. C. Box 1172

APP merce's, Im., 1916 Webster St., Ulted Acto Service Co., 336 23rd St., (19)

170:

0 Drew Carriage Co., 115 E. B St.,

Buntington's Auto Electric, 2330 Mrd St.

Peul's dute Service, 1355 Lincoln Ave.

Braces & Einserman, S. Taire & S. Sta., 7, 0, har 696

M. Lerer & Some, 19 E. Washington St. POPTERVILLE.

H. D. Fichelson, houte 3, ins 836

Automobile decestries Co., 1230 Bette St. Fox Auto Supply, 18962 Shereau Way

For AURO
EXERCISES
Bood's data Parks
SACKAMENTO
Darwhy Distributing Co., Noute 2 - Non 3860
Barbay-Brunner Tire Co., Jay at 1715 Dt.
5515 Rarconi Avenue (21)

Deane Tire Service. Monterey & Cabiles Sta. SAN AUSELHO

ort's Depot Garage, 70% Brake Mivd. SAN MENABOTED

Arrowheed Tire & Buttery Company, 385 South "I" St.

SAN DINGO
Arto Gear & Supply Co., 1369 State St. (1)
Dorman's, Inc., 9th & S Sta. (1)
State Salve & Sarvice Co., 2575 Newton
Sany PRANCISCO
Sate Electric Corpurator Co., 131 Poll Syraet (2)
& Securet Service Station. G197 Neitz St. (2)
California Thro Co., 677 Collect State Stm. (2)
Dath-leck Electric Company, 550-566 Newerl Street
%. O. Habella Hagnette Repair Co., 675 Nyant St.
No.Litera Reick, Inc., 1200-1250 Van Ness Are. (9)
Miller Buttery Electry, 19 Gladeries Way (27)
Rational Auto Supply; So., 1277 Taraval St.
Hichard Auto Supply; So., 1277 Taraval St.
Hichard Auto Farts & Heiner Service, 3727 Geary Riv
Sout-Neshan Company, 139 Nyant Street
Charles F. Valufield, 2027 Chartmat St. (23)
SAN JOHN

Cook's Automotive Service, 6th & E. Sante Clare St.

Setuster Sattery Co., 15550 Court Angele SAN 1875 OBISPO

Dailversal Auto Parts Co., 569 Mentarry St.: SAS FEMSO Harber Heter Supply, 136 S. Pasific Ave., NcCornell Kir. Parts Co., 203 S. Parific Ave. 548 RAFAIL i bree., 1012 Lincoln Ave.

Auto Coar & Surviy Co., 180 San Eridro Hive. SATA BARSHE E. C. Jahnson, Sil State Street RANES CHEE

Santa Crus Auto Parts, Int., 70) Front St., SANTA MONICA Antly Motors, 1831 Santa Monica More,

Hite & Day Garage, 1528 2nd St.

### Controuch (Dunk'd)

672 SOSA Croin Partis & Hashino Varies, 135 Sandoqia 1056 Sanda S Just Engune Service, Third & & Street.

re Ball Garage, 238 Vachington St.

Opers Mail verman, UTM SAM PROMICIONO Dought-Martin Astaustive Distre., 305 Airport Hyd.

stive Supply, 7508 East Carvey Most.

Automotivo Parte Co., Shi Herth Bes Igniff Service, Elderado & Part St. C & S Service, 8510 Forthill Bird.

ock's Auto Papply, 1750 Antoinette Drive of Paredise Co

n & Zimerson, 1% Worth First St. Parter's Tire Service. 902 S. State St.

EFFERA Anderson Anto Electric, Cok & Santa Clare Ste.

Poul V. Hiller, 315 Sorth svales Med. Middleton Implement Co., Exight's Landing High Sharte Suto Supply, 329 V. Maser St.

The Auto Equipment Co., 212 E. Colorado Ave.

The Acto Equipment Co., little Limerance, F. O. Res 5230.
The Acto Electric Co., liftl Lincoln Avance
Denner Brake Co., 1355 a. Collerade Mich.
And Dat Division of Bay Petroleum Corp., 2710 Baron Street
Cashbo

The Auto Equipment Co., 13k9 Main St., P. C. Not 220 CHT COLLING Resten Auto Service

AND JUNCTION The Auto Equipment Co., F19 Pithis Ave. Houstain Summir Co., 258 Colorado Aye. nt Co., F19 Pitte Ave.

The Zook Tire Co., Fifth at Grand

Costs Carburster & Ignition Service, 517 Horth Jrd Pt.

to Acto Porte & Flumbing Supplies, \$23-532 Helm St.

Aporton Apor Boter Products, Inn., 311 Econiton St. (8) Bridapport Auto Parts, Inn., 577-583 Patricula Ave. (3) Gallino & Loury, Inn., 1006 Surts Ave.

Exight's Settory & Sadio Service, Relirond Sec.

### COMMECTION (Com

un's Tire Service, 25 Hela St.

's Service Station, 322 Post Read

AMETICAN main Auto Supply Co., 476 Connecticut Red. (8) to Auto Supply, Inc., 207 Liberty Seasonics

Recommis Autó Supply & Machino Shop, 1% Ore Recom's Ejre Service, 268 Vest Putnam Ave.

ARTOON
Ortlor's date Parts, 1657 Part St.
Grindid Acte Parts, 1805, 351-72 Resent St. (5)
Estillader's Return Service. 1516 Part Circus
Pat's Tire Shap, 860 Vethererials doe.

Schiabel Brothers, 8 Proctor M.

Frank's Auto Farts, Inc., 77 Grove St. risold Auto Parts, Inc., Hain Street Exter

Callino & Loury of Milford, Inc., 1051 Bridgeport &

Paul Schwe wak Automotive Supplies, 58 Horton St. Grinold Anto Parts, Inc., 153 Arch Street

The Els Cuty auto Electric, Inc., 617 State St. (11) The Horton-Galle-Grasser Co., Inc., 76 State St. N LORDON

EN LONDON Orisold Auto Parts, Inc., 786 Bank St.

Joses V. North & Som, Inc., 9 High Street

Stelman Auto Parts, Inc., 165 North Hein Street

The Herton-Gallo-Greener Co., Inc., 335 Hain St. Redzan's Tire Service, Ment Pain at Mill River St. The Stanford Suto Parts Co., 112 Stillwater Awams Charles L. Woundy, Ecc., 334-335 Rope St.

TORRINGTON Grinold Auto Parte, Inc., 55 3. Hain St. Shore's Auto Parts, Inc., 177 V. Main St. (2)

The Auto Tire Co., Inc., 731 Fernington Ave.

ar Service Co., S. Governor's Ave. Ere

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J. L. Wright, Inc., H. W. Front Street Walter E. Lister, Front Street Extended

storear Service Co., 900 French St.

E. J. Payer, 1829 L St., E.R. (6)

Torry Supply So., Sg. 19th Street, West

Styne's, 1765 Large Send (MIANT MACE)

Vesgin & Wright of Wort' Palm Book, Inc., 306 K.E. Second St. he & Wright of Port Lauderdale, Inc., 16 N.K. Pourth St.

on Apie Supply, 2532 Anderson Sta. WIELE Worllie Anto Sannly, SEL V. University See,

Ellis Sete Forts, Sall Refrate Svs. (6) liro 'S Tobo, Inc., 700 V. Admer St., 1161 Yings Read

Laim Value Hoter Parts, 136 E, Park Av

EX WORTH Youghn & Wright of West Falm Beach, Inc., 236 North Dixio Boy. HOVILL Potlatch Percete, Inc. ANTIAN Labeland Hotor Parts, 113-117 V. Leson St.

operial Bettery Co., 1765 H. W. Sich St. (67) onten-Shepard Tire Co., L29 H. W. 6th St. (8), 740. Res 1270

Central Floride Bettery Distributors, P. C. Ber 236 Viggine Auto Perte, 120 Junes Ave.

Barrow Tire & Reasyping Co., hill Newy Hotel. Plant City Noter Perts, 317 E. Reymble St.

COPARO MACH Voughn & Wright of Port Landerdale, Inc., LCL N.V., Ihird & F. FETERSHIP

ervice dute Supply, Inc., 2300 - let dvenue, North andth & Porton, Inc., Lafayette & Florida Ave.

Monthern Buttery & 013 Co., Mr Creery St. BUT FALLS MAKE Front's About Supply, 375 S. Distin Highway Taughn & Vright of West Falm Beach, Inc., 5th First Street

Prior Tire Co., LSS Pessitres St. H. E. (3)

Sciency Apto Supply Co., 1337 Reynolds St. Hatte Auto Seculy, F. O. Bur 143

Trucy's date Ports, Inc., 1326 Albery St. Curtar Basier Auto Supply, 1131 13th St.

GEOTETA (Game'd)

GAINGSVILLE . H. D. Brico & Sen Auto Parts, 30h V. Spring St.

n's durage, Inci, hit Malborry St. . LTRIE arxichael Peris Service, 309 Serie Helm St.

rrises Oil Co., East Series St.

Tire Becaping Co., 300 Anterson St., P. C. Ber 1863

Ciston Names Supply Company Frames Bill Essentire Co., Inc., \$10-\$15 Hostquary St. Paul & Andy Bettery & Electric Co., 309 W. Oxfoth THOMASTILE

Clark Chart Company, P. O. Dan 855, 817 M. Hadison St.

Vallesta Caralchael Noter Supely Co., Inc., \$19-8. Patterson St.

Skinner Acto Supply Co., 5th Street

Mater Horamatile Co. CORUM D'ALDE Potlatoh-Paresta; Ime. MADQUARTEMS Potlatch Peresta, Ime.

nd rior Horeantile Co. Tella Feather Hills, Inc.

Erb Hardware Co., hill D St., P. O. Bes Potlatch Percete, Inc., P. O. Bez 600 Potlate Persons, 1

PRESTON Roter Retreastile Co., 17 South Stone St Noter Heresittle Co., b36 Hain ave.

- ILIsons

Wells Tire Co., Inc.; 833 E. Broadeny

Cos. C. Peterson Co., 3th Carfield Ave. Phillips Auto Parts Coi. 225 Holbron St., Robinson's Auto Supply Co., 126-130 S. Breadeny BLLEVILLE. H. B. Fritzinger, Distributor, 1501 S. Illiania St.

ton Arte Papply, 175 E. Hain St. Auto Hetel, Inc., East & Affirmed Ste.

E. B. Colling Co., J. L. Lagre Ft.

MICAND
A & A Auto Farto, Co., 708 %. Ankland Ave. (22)
All American Matrimeting Co., 5530 W. Ogden Ave. (23)
Alliad Time & Buttery Co., 620 W. 15th St. (14)
American Time & Statisticans, 2156 S. Cleare Ave.

TLLTMOTS "(Comt'd)

### ILLINEIS (Out 4)

CHICAGO (Gest'4) DICKOO (Gest's)
Chammson Tire & Supply Co., 1851 East 95th St. (17)
Griss-dancen-Treland, Inc., 165t W. Madison St. (1h)
Al B. Maior & Co., 6019 Breaders (16)
Ricovet Inc. Co., 1875 W. Chicare Swe.
Ges. C. Peterson Co., 2505 Eleton Swe. Bortage Auto Farts, Inc., 3928-20 N. Hilmonimo avo. (ii) Roseland Outboard Motor Sales Service, LOS East 115th St. (28) Southwest Petraloum Co., 3617 W. Sjrd St. Thorston Oll Company, 6755 bilacet aim.
Triangle Machine Works, Inc., 3650 F. tankland ave. (13)
Triangle Tire & Battary Co., Inc., 6709 So. Ashland ave. CHICAGO METORY Goo. C. Peterson Co., 16th Rest End Ave. Best Tire Company, Inc., 5010 V. Cornak 3 COLLINSVILLE Wells Tire & Bettery Co., 319 V. Main St. E. B. Collins Co., 21h W. Hain St. DECATUR Auto Accessory Supply Co., 2077 E. Main St. Hart's Tire & Treading Service, 205 H. Water St. DOMESTIC CHOICE Downers Greve Auto Parts, 90% Ogden Ave. BW3087 Geo. C. Petareon Co. EAST PROBLA . Midwest Oil Co., 1126 W. Washington St. Walls Tire Sales, Inc., 125 V. Vandalia St. Keller Oil Co., South Banker St. RIGIN Phillips Auto Parts Co., 370 Breck St., Robinson's Auto Supply Co., 2 N. State St. ETANSTON Central Notors of Evameton, 1000 Cantral St. Evanston Bettery & Tire Service, 1h61 Elam Grism-Hansen-Treland, Inc., 922 Davis St. POR LAKE Ose. C. Peterson Co., St. 12 & Tagle Point Road GALES NURG Harvey Brothers Electric Motor Service, 732 V. Hain St. STRUTT Grinnelle nsen-Treland, Inc., 1234 Wankegan Road GRANITE CITY Wells Tri-City Tire Company, 2258 Madison Ave. Wells-Joid Tire Sales, 217 N. 2nd St. Wells-Norris, Inc., 300 S. State St. Locenta Tire Supply, 2 N. Jellet St. Geo. C. Peterson Co., 1 Calumbia St. SANK OFFI Electrical Equipment Co., 231 North Dearbern Ave

Keesnee Auto Supply, 115 E. 3nd St.

Sheer's Auto Supply Co., 715 Bross LONDING

5. & K. Supply, 311 South Main St.

La Salle Auto

Senfro Tire Company, 5365 La Grango Rd.

etive Supply Corp., 160 Berklin St.

West Suburt as date Parts, Inc., 511 W. Lake St. Coo. C. Poterson Co., 6th & Nate Ste. F. V. Shattack Co., 2312 5th Ave. MODEL CARREST Dersch 011 Co., Box 161 MUS Northwest Tire Service & Supply, SILS Hilwarkse jew OUR PARK Red S Cil Co., Inc., 25 W. Lake St. OTTONA B & K Tire Co., 1301 M. LaSalle St. Sweney Garoltin & Oil Co., 619 Spring St. Pistoring Store, 503 Lockport St. Coffman Bros., Route 34 POWTLAD Fred's Service, L25 V. Matteon St. Canton-Quincy Auto Supply, 1706 Broad Green's Auto Parts, 1024-26 Haine St. Smith Oil & Refining Co., 1102 Eilbourn Ave BOCK INSAND Midway Cil Co., 1301 let Ave. S.M.W. Auto Supply Co., 10k W. Jefferson St. WATERDAM Geo. C. Peterson Cos, U.S. St. hl & Washington St., Box 375 Washington Tire & Battary Service, 552 Washington Ave. VILLETTE Wilmette Tire & Sattery Co., 750 Twelfth St. WILKINGTON Co. Peterson Co. - WOOD STREET

### INDIANA

Wells-Schnidt Tire Sales, 101 E. Perguson Ave.

ANDERSON Carmack's, Inc., 7223 Haim Str FELFORD Sefford Auto Supplies. 1807 "I" St.: INLOCATED TOW Motor Service Parts Co., 106 N. Rogers St. PRAZZIL Bedwoll Tire & Buttery Service; 717 Test Mational CANDEN Heyer's Distributing Co., 125 Arestrong St. COLUMNIA CITY & ... J. Schrader-Co., JOS V. Van Buren St. COLUMNS Numert Auto Summly Co., 312 9, Mapleton St. Connersville Auto Supply, Inc., 1018 Control Ave. CONTROL Hill's Auto Parts, South Copital Ave. ELEHART

Burnatines, Inc., 355-172 S. Klimari.

### INDIANA (Cont'd)

H. J. Schrader Co., 1516 Rate St. PRANSVILLE Bartlett Parts Service, 960 M. Pares ère. Rosedale Auto Parts.Co., Inc., 1213-121) Division St. (1b) Van Virkle-Étagg, Inc., hlő Sycamore St. 2. H. Laouth Co., 226 V. Hain St. (2) FRANKFORT ex & Anderson, 303 Morth Hain St. Estt's Auto Parts, 121 H. Calline St. 113 State Auto Parts, 1917 Breadury Monarch Supply Co., 10th & Tireinia Sta. Triple H auto Perts, Inc., 926 V. Fifth as Welsh Juto Surply, Inc., 731 S. State St. MOTORITHM Happe CAl Co., 1370 Stea St., Speadony Auto Parts, Inc., 3636 W. 16th St. Huber Tire & Supply Co., Roste File MONTONO. Hurray & Davis, 978 South Delon St. N. J. Schrader Co., 207 E. Walmut St. LA PORTE The Ridge Co., Inc., 607 Michigan Onit Parts Co., Inc., his M. Earl Ave. H. J. Schrader Co., 115-118 S. 6th St. The Automotive Supply Co., 325 E. Main St. CHARGOS Sallard Stake & Rouissant Co., Inc., 1756 W. Eighth St. Naturiord Robber & Lond Co., R.F.D. #3, No. 365 The Ridge Co., Inc., 223 Lincolneky East Peru Automotive Supply, 171 North Hissi St. PLYNOUTR The Ridge Co., Inc., R. R. #) Davies Electric Co., 925 North \*C\* St. Richard Suto Parts Co., 111 Hate St. Humas Auto Supply, 710 South Hain St. -SCOTTS HUNG Jones Tire Go., Highway 31 SEPTION Williams Auto Surely Co.: Third & Evine Sta. SCOTTLE HEND The Ridge Co., Inc., 315 W. deffereon Mart. (2) R. R. #2 - Box 368 H. J. Schirader Co., 315 W. Jefferson Myd. (2) SUBLITURE.

Bullatte (Good-4).

Sahrader-Harson Co., 209 E. Senter St., WASHINGTON Nayes Kater Supsly, Inc., 16 S. E. Third St. WORTHT NO YOU'VE Stabl Super Jervice

Doughtan Auto Bupaly 5 6 5 051 Co., 625 No. Hate St. Allen Motor Co., 2nd Ave. & 10th St. Hoter Equipment Co., 811 Secon CHARLTON Chariton Auto Supply, 915 Brad CLINTON Lebean & Company, 335 South Second St. DATESPOST Strum Acto Summar. \$13 W. Third St. PES HOLHES All lows Sales Co., 1822 Easter Mrd. Eddy's Auto Jupply, 2512 hOth St. Prack's Auto Parts, 3819 Harianse Iles, Holinney & Wolf, 1115 Grand A Spillman's Supply, 1550 Dear Teater Auto Parts, 3875 Amin DEVITE Doblar Buttaric's Electric Co., 730,645 A love 4tl Company, Loves Front PORT DODGE Hall's Automotive Parts, 19 M. 19th St. CPORT FADISON Cushman Foundry & Hackins Co., 1032 Am McConks Auto Supply Silver & Roberts, 130 V. Hein S MARSHVILTON'S mard Supply Co., 104 S. O. HASCH CITY

Chanen Auto Parts, 1721 R. Pede Tius Line Cil Co., Walnut & Spring St. CTTUNA Pangtorn's, 827 %. Kain Street SICUR CITE O'Keefe General Tire Co. O'Keefe Tire Sales, 7th Arreld Mutor Supply, 170 First Ave., W. est Noter Bearing Co., 308 E. 7th St. H. M. Empting & San, 29 W. Main St. WATER Dathe Implement Co.

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P. L. Easts Auto Supply, 800 0 MILLEADIN L. J. Mes

mettes Farts Co., Inc., 206 E. defferom St.

John Motion & Sen Aule. Parte Co.. 15 North Hets St.

Sale Automotive Supply, Inc., \$0 East Mill St.

Terre Haute Automotive Supply Corp., 1509 E. Wahnah Ave. Waterb Distributing Co., 130 Serth Sixth St.

TERRE HAUTE

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VALPAGATED

Det Pout's, 7 Lineshwey

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### XARSAS (Comt'd)

Mrney Hotor Supply Co., 229 Hain St. CLAT CONTES ampages Auto Supply, 540 Lincoln COL BY Mirney Noter Supply Co., 305 Franklin FORT SCOTT on Electric Service, 9 Heriot St. JUNCTION CITY Stuore Settory & Electric Co., 503 South Washingto Frits Company, Eighth at New Hamabire LEWISA m' Auto Parte, 130% Seste Pe MISSION

H & H Auto Perts, Inc., 6027 Jahnson Spine L. J. Massar Co., 107 South 2nd : OTTAMA

Veldman n Tire & Buttery Service, 209 East Se Postal's One Step Service, 302 M. Lewest SALTES

Hotor Service Co., 5th & Pacific Ste. Vingrove Auto Electric, 150-196 S. Fifth SCOTT CITE Hamilton Motor Co., 108 W. Feyrib St.

TOPEKA W.A.L. Thempson Hardware Co., 235 Kannes Ave. WICHITA

Eannes Sababbitting Co., Inc., 318 South Wickits, 1302 S. Douglas

The Barney Villians Co., Inc., 213 - lith St. Kentucky Tire Exchange, 130 E. Hain St. Carrollton Auto Supply, Fourth & Symmore Ave. Glore Oil Co., Inc., Bux 382, Persyville St. - TLIZABETHIOM Tie Harion Company, 117 North Hain St. Colones & Roth, Shelby & Houck Jer Ste. GLASCON Numn Auto Supply Co., E. Hain St. BARGAN Southeastern Sales Co., Inc., 309 Central Ave. HOPKINSVILLE Monarch Cil Co., South Virginia St. Lexington Automotive Supply Curp., 375 E. Hein St., Jire Salos Curp., 363 E. Hain St. G. V. Herritt, 207 Perry St. Converte Auto Electric, 100) East Breadway
Convert Rother & Supply Co., 3118 Freston Highway (31)
Hober Gillette Sales; Inn., 1007 E. Aufferson Pro., (6)
Ray's Time Service, 3510 thest Marked St., (3)
Renn's Auto Parts, 1930 Servich Serventh St., (5)

meral Tire of Madisonville, Inc., 18 M. Frunklin St.

MUSCOMALTE

STREET (Cont.'4)

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PARTVILLE Hellush Bros. Auto Sundy, 32h V. Third St. General Tire of Owensbore, Inc., Third & D Dipe Noter Supply Co., 510 W. Fourth St. Actonotive Parts Inc., Third & Clark Auto Parts Supply Co., 619 E. Main St. Samberle Garage, LTs Bulfost St. hen S. Hattingly, 3th E. M. Fernes Ave. Nov Dixto Auto Ports, Route #2

Holand Auto Semoly. Inc., 1503 McGinds St. The Tire Service Company, 319 West Madison Matter McCOM Roberts Equipment Co., 8255 Danbe Drive\_ Servesy Noter Parts, 3020 Flamb Road V & H Sattery Service, 500 Austin Street DE ALDOES Auto Parts Service, 302 East, Pirst St. LAPATETES Nat's Sattery Station, 405 E. Vermillion LAES CHASES Lake Auto Parts Co., 1209 Ryen St. stile & Toply Co., Inc., 300 Walnut St. m Aut NEW CHLEASE regal Tire Service, 731 North Carrallton Ave - Barry Stavens, 811 St. Churles Automotive & Industrial Supply Co., Inc., 222 N. M. Creper & Marks Auto Supply Inc., 225 N. Market St. AIXMILL Farr Auto Supply, 129 W. Hain St.

L & N 011 Co., 1% Minot Ave. H. H. Brugg & Some, 7k-86 Bread St. Community Oil Co. of Ampur, Lower Rain St. Rice & Miller Co., 78 Rice St.

MATER (Cont'd)

R. L. Patry, 946 Links Street PORTLAND

F. S. Chink & Son, 3k Pertland St. (3) Community Oll Co., Inc., 3th Somethor St. (3) Empricalizations Co., 1k5 Hiddle St. (6)

nity 011 Co., Inc., 16 South St.

of Oll Co., 1 Congress St.

Graffman's, Medison Ave.

Pineland Oil Co., 95 College Ave.

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MATTHEME Federal Auto Parks Co., 1901 Light St. (36) Narian Auto Supely Co., 1855 West Prett St. (23) Raser Ares., 125 Eastern Are. (21) S. E. Smith, 1100 Cothedral St. (1)

The Vathins Auto Supply Co., Inc., Vank nlep fire & Battery Service, 6 William Street

The Vathine Arto Supply Co., Inc., 2) Vanhington St.

L. H. Cordermon & Son, Inc., 735 V. Vankington St.

City auto Supply, Seuto 40 a Chie St.

Initial Party Andre Forte, Soute 13 Sealovers, P. C. Sec 108

Stant Suttery Service Co., 185 Brighton Ave. (36). Sunt-Surgeoff, Inc., Six Brighton Ave. (36)

Rechalder's Automotive Johners, 155 Markle Street

Polletier to Automotive Service. 193 Pine Street.

### \* MASSACRIMETTES (Good'4)

V. V. Britism, Inc., Life Ameteral St.

. Inc., 1312 Repleton St. (15)

Company, inc., 1159 Main St. (16)

G. N. Boutles, 275 Sain Street

setrie Service, Inc., 360 Pre-

releater Auto Parts Co., Inc., 157 Stoughton St. (25)

ML RIVER V. V. Leach & Co. of Fall River, lac., 196-202 Seafurd St.

Red's Auto Electric Service, Inc., 312 West Street

PERSONAL PROPERTY. Essel Auto Parts Co., 180 Water St.

Hatland Tire & Smaly Co., 136 Water St.

all & Co., Inc., 361 Singer St. (1)

my, Inc., Surnetable Mr. A. T. Ger

Flocher & Brainers, Inc., 218 South See Section into Supply Co., 18-30 First St. Freddie's John Supply, 35t Teamily, 50

1, Inc., 20 He. Terr

MILTONO Auto Parte, Inc., 331 Main St.

W. V. Land. & Co. of New Softers, Inc., M.I. & D.

Drom Billery & Tire Service, 257 Walset St. (80) MOTO MANUEL Auto Replacement Parts, Inc., 90 Marchall St. ITTEFIELD Irv's Auto Supply, 987 Ein St. Rey's Auto Ports, Inc., 17 Aim St.

ort, Inc., 128 Ventington St. (69)

Bilgrade Hotor Supply, 750 Belgrade Ave. (31)

Liberty Sattery Co., 96 Winter St., PRINCEILD

or Auto Parts Comp Inc., 611 Nata 24. (5)

Maruld's Astrontice Supply, Vantington Court N. V. Looch & Co. of Tourism, Inc., 37 Columns St.

Miliage dato Supply Co., Inc., 127 Control St. (8) George 7. Minte, Inc., 127 Commercial St. (8) JoShph Leavill, 22 Commercial St. (8) JoShph Leavill, 22 Commercial St. (8) The Morroster Stn & Mapel Co., 136 South Bridge, 54. (3)

HIGHIGAN (Cont'd)

Thro & Bettery Shap, 703 S. S. NAS LINE Mayne Tire & Batter Co., 9685 S. Right Hile Read Ralph G. Willey, Bowte #8, Sex 76 BERLET! nderson Tire Company, 1991 H. We The Lessry Co., 705-7 Saginer St. . 1230 S. Wesses Chot Hishels Auto Spryice, 300 Territorial M. L. Williams & Sons, blb S. Mitchell St. Harold J. Fix Gaspany, 1030 E. Co. Cheboggus Auto Supply Co., 215 H. Naim St. OCLIMATER Treat deterforte Co., 26-26 S. Buleau Parts & Squi at Corp., 5500 Schooler Mt. STROIT Solve Start, Inc., 2003. Livermote ave. (2) Bray Auto Farte, 5966 Chessa (1) Capital Astenciare Supply, 5332 Onlined Ave. (11) A. J. Champion Tire & Battery Service, 15931 Sand. (Highland Purk
L. H. Dachur, h50 Hisherson Ave.
Dalmin Motor Service, Lac., h1 Harpor ave. (2)
Hartima Distributing Co., 20719 Evergroon Read (19)
Historian Tipe Co., 25 Saldan Ave. (3)
123.05 Greated How Ave. (5)
56151 Great Hiver Ave., (5)
Harry Hallmerson Better Co., 16553 Fishing Ave.
Paul's Auto Parts, 12225 Greats Ave., (5)
History Auto Parts & Habetleore, 2935 Galland Ave. (6
H. E. Reburtens, 5727 Harding Avenum
Shorty's Auto Parts, 8640. V. Hight Mile Band (21)
Tracey's Super Service, 20000 West Wellinshale
Vernatch Festbare Co., 2531 E. Davison Ave., (12)
Wayne Tire & Rubber Co., 13118 Grattet Ave., (5)
8260 Harpor Ave., (13) (Highland Park) (3) mt\_Ave. (22) The Ridge Co., Int., 107 S. Front St. Durand Auto Parts, 830 H. Oak St. Chatfield Machine & Fountry Co., 718 Staphenson Ave. Farmington Piston Service, 29260 Grand River Ave. PLINT etive Supply, Inc., 6113 M. Seginaw St. (5) CLADVIN Small Supply Co., P. C. her 54 bergam Auto Supply, Sir Leonard St. H.V. (h) of Earl's Auto Supply, 1007 Pulton St. E. (3) Rocks Tire Store, 370 Bood St., H. Y. BANKOCK Santeri Brothers, 631 Ethel Ave.

Sakta Tire Shap, 305 W. Aurers St. 185750500 Jin's Tire Shap, 306 E. Hvislen St. C. T. Hunkin Co., 235-27 H. Jockson St. Hidway Auto Supply, \$15 V. Kalanasoo Ave. (31) Capital Aptensitive Supply Corp., 5th E. Histiges ave. (29) Horden CEI Company, Inc., 1918 North Grand River Ave. South Side Auto Parts, 191 S. Hain St. Lincoln Park Parts & Equipment Corp., 3169 Port St. a Anto Parts Co., Lik Moor St. Sarris Garage, 167 Suraga Avenue C a M Auto Supply, 705 lat St. Tiliott's, Inc., 38 S. Mesonb St. Merren Parts & Equipment Corp., 1113 S. No HT. Pizataff en Trainer & Son, -802 W. Hain St. Noter Service & Supply Co., 1169 Third St. (b) The Ridge Co., Inc., 230 M. Frest St., Aseres Wheel Alignment, 171-129 Comstock St. FETGERET Narthern Auto Parts Co., 576 V. Hitshell POSTLAC General Auto Parts, 5k) S. Saginer St. Parts & Equipment Corp., 20086 W. Jefferson Ave. (18) Coneral Distributing Corp., 205 S. Secon Euris-Hillman Sales Co., 619 Gratist St. Hall: ST. Makii Cheboygan Auto Supply Co., 219 V. Po rthern Auto Parts Co., 326 E. Front St. VALLED LARE Stone Front Auto Parts, 6510 Orchard Lake St VATERLIET . Nelson Brus Auto Parts, LSS K. Hain St. WEARDOTTE Parts & Equipment Corp., 219 Sys

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### G PROSCEA

Hater Supply Co., 113 South Novices
Hater Supply Co., 113 South Novices
Hater Parts Co., Sinth & Irving Sta.
Hater Edge Construction Hide.
UTAGIT LAUSE
A & B Supply Co., 709 Week Ave.
SELECTI
Hater Conserve Supplies, 721 E. Superior St.
Haterald Hotor Co., 130 Second Ave., V.
Haterald Hotor Co., 130 Second Ave., No.

3. 5. Hilm Co., 113 West Pleas St.

Company, SLST Pirot &

hate Supply, half Suspe St., Serms, Stein, St.2 St. Front St.

3. S. Hilm Co.

After Supply Co., 120 Ventlagten Ave., H. (1) ly Salan Co., San., 1325 Reven Place d auto Sumbr. 126 E. Lain St., the Noter Salan, 1550 Proge Ave. Borth

harf data Daply, 650 let des., S.H. na Anio Bastrie, Sile let St. Se.

PAR. 100's Tipe Silve, M. V. Fillowe o's Hestian, Inc., 197 that 5th St.

eter Parte Service Co. ST. PASS. eter Parte Service Co., 237 North Co

ing July Posts

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m Implement Co., Litchfield & E. to Electric Service Company, Cor. 2nd & Johnson

Ellis Bottery Shep, 605 Creature St.

Despess Britary & Electric Cospesy, 221 Heis Street. Hotor Co., 1628 23nd Ave.

stral Bettery Co., 3th R. Pice W. W. Greeken, Matribeter, Bet 270

3516

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et Service Station, 136 Burth 1931 Sta

11 Sattory & Supply Co., P. C. See 1th ter Station & Battery Co., 527 Mile are.

w. Si bassa Street

Reliable Welding & Radiotor Co., 302 South &

m Auto Porto, 203 Glester Ave.

cise' Perts Service, Inc., 8th South Hadi

hier fruit & Juples

None Service OLL Company

Don Harrison Sor Deline Chara Hose Visa Shell

Canton Auto Supply, MA Clark

Cape Tire Treating Co., 2272 King

Hoter Supply Co., 1130 Elm St. Orystal City Auto Parts Co., P. O. her 35

Holine Storago Settery Co., 720 Carson Ms. (23) STREET SERVICE CIL Company

PATE Corley's Service Station

PYTESON CITY City Tire & Battery Co., 1679 W. Mais St., Arthur W. Ellis, Inc., 109-13 W. Dumblin St., DELIN Mardick Tire & Appliance Co., Third & Tirginia

ANGAS CITY Lodds Bres., Inc., 3756 Breadeny Charles Mall Co., 1717 Cak \$52(8) Eartheast Auto Supply, 3805 Indepen

Eing Truster & Food Company\_ OCISIANA Abel Oil Co., 500 Georgia St.

Noter Parts & Equipment Co., 118 West 3rd NOTE EARLS COTT Northy Automative Supply, Inc., 1239 Swift St. Cases & Co., Inc., 1227 Clay St., Page 10

### MINORE (See 14)

Crisvell Cil Co., 926 So. Highth 9t. Heter Parts & Equipment Co., 1221 Frederick Kornan Tire & Supply Co., \$10 S. Sirth St. 57. LOUIS . (36)

M. JOURS
Millorite Shall Station, 5th 2 Separal Stign.
St. Louis Arto Farts Do., 3600 Gravels Sup. (18)
Stepara Auto Sapoly, 6611 Rayment Sup. (5)
South Sireday Sate Farts Co., 7610 S. Breadury
C. Carl Stanfield Supply Co., 6101 Delmar Euc. (12)

Thompson Sales Co., 727 St. Louis Ave., P. C. Cor 1007 S.S. Jerry's Station Supply, Box 209

Parcell-Ells Tire Co., 522 Elm Si.

### HONTARA BULLTINGS

Montana Motor Supply Co., 3005 First Ave., North Montane Motor Supply Co., 20 Meet Hein St. E'S Auto Parte, Fourth & Sekota St.

Hontana Motor Supply, Inc., 35 Sortin Idaho St. Clentire dute Parte Co.

General Truck & Traitor Co., F. O. Bur 1957 Hoter Parts Co., 337 W. Rais St.

MET CON ntana Motor Supply Co., 130 Marth Mate EalisPell Noter Supply Co., F. C., San 558

Malinpell Motor Supply LIVINGSTON Mentane Motor Supply Co., 2() S. Hain St.

erry Noter Co., 312 Je

Hissoula Meter Parts, 126 V. Hain St.

MATERICE . L. J. Masser Co., 110 Sorth 7th St. CALAFORD Nutsen Auto Supply, 135 Main St. L. J. Mooser Cos, 520-26 Fourth St. L. J. Hosser Co., 207 M. Lanington St. L. J. Hasper Co., 320 East Ave. L. J. Meser Co., 1941 0 St. L. J. Hosser Co., 120-12 W. Thirt, Pt.

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Al's date Supply Co., 90% Hopth 3646 Cornelment Cal Co., 1601. Ph. State Call Co., 1631 Learning St. (2)
Neal Tire Store, 2665 St. Herria.
Union Auto & Sum Supply Co., Inc., 309-19 Sorth 19th St L: J. Rea or Co., 807 14m

. 3511 Seeth Bate St.

mity Oil Co., Inc., Station & Balley Statributing Corp., 30 Granite-St.

a Buttery Shop, 2 Ottorion St. Community Oil Co., Inc., 610 arlington St.

Carroll County Tire Company, Factory Street

ASSESS PARK All Auto Parts Col, Inc., 705-707 Hata St. J. C. Miller Co., 2701 Artis Ave.

PACCIFICAD B & C Auto Supply, 92 S. Washington Ave. war Service Co., 21 E. Commerce St.

Jersey Supply Co., 1251-5) Sycamore St. (3) Naisborg's Auto Supply, 2025 Broadesy CHILIMOROUS Regner, lac., Trescent Elvi. at Eaddon Ave.

Down Auto Seplement Parts, Eschwell & Proppet Strasts East Charks C.K. Battery Distributors, SLi Sanford St. ERISON

Filmer Distributors. Flatafield ave. occority Co Siegel Tire & Arte Supply, 1009 Elizabeth Ave.

mith auto Parts Co., 17 South St.,

8 & C Auto Supply, 609 Hain St. Carburetor & Ignition Repair Co., Pessale & First Sta. J. C. Filler Co., 17th St. at Sellevas Ave.

rior Euchange Co., 667 Communiper Ave. (b)

Lott Tire Roshange, 79 South Male Street

W. H. Dutton Co., 117 Speedicall Ave.

teris Bettery Co., 375 Central Ave. (4) J. S. Sauf, bi Hain St.

Tools les Automotive Supplies, 1018 White Norse Piles (6)

ars &. Pfalffar, Int., 18 Park St.

WWW STREET (Company)

Mulishie Hagneto Repair Co., 20-22 Prince St. (1)

PERTY ANDIT

POST PERSONE HI Tire Common, MAS Oak St. (Off River See, ) SOMERVILLE

J. Sobinovita, 78 Franklin St.

SOUTH AMEDY

South Aster Auto Parts Co., 125 H. Breadeny

Tox Vhalesale Distributors, 3th South Varron St.

Wisclam-

WESTYTLLE GROVE

Southwood Wholesale Distributors, Daless Briss & Eren St. WOOD IN SET

Woodbury Auto Supply, 116 S. Broad St.

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ALEDOWACE.

ned Bres. Supely, Inc., 92k Fourth St., H. W.

est Auto Supply Co., 330 Nais St.

Auto Parts Co., 310 S. Carpon GLOVIS

Central Auto Electric, 271 West Se

Grants Auto Supply, Markhon Corner

LOW DESIGNATION ward Auto Supply. P. C. Box 335

POETALES

Dean's Automotive Service, 105 S. Abilem Ave.

Itard Tire Co., Main of Walnut Sts., New 935

SAN JON - San Jon Auto Parts, Box 77

SANTA PE Closuon à Harma Co., P. O. Rux 1652 (330 Res SANTA ROMA

Santa Ross Automotive Parts, See h7

STIRES CITY

Farrish Distributing Co., 1000 Pape Street

Tucumcari Automotive Parts, F. O. Box 697

AL BANY Peerlose Auto Parte Co., 751 Central Ave. (6)

Auburn Unit Parts, 12 Dill St.

BATAVIA

Auto Supply Co., 115 West Main St. Roberts Radiator Service, 359 W. Main St.

MATE Both Auto Parts, 6 South Aven

Auto Supply Distributing So., 35 South Washington St.

Flint Auto Supply Co., 175 Main St.

D & H Auto Parts, Inc., 120 Huntgomery St. (25) A. Jungkind, 336 St. Harks Ave. (38). Hadison Magmete So., Inc., 1117 Redford Ave. (16)

**MITTALO** 

Mgolow's Kendell Seriton, 2007 Abbatt Bood (20) Unit Parts Corp., 1339 Main St. (9)

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NEW YORK (Cont. 4)

DATESCELL. Pitcher Accessories, Inc., 166 Hain St.

Kellogg Auto Supply Co., 155 Rain St. DESCRIPTION

merille Aute Parte, Inc., 188 Main St.

Logan & Tourgure Automotive Supolise, Inc., 731 Hais St.

James Stephen, 322 Breadway m images

North Shore Auto Parts Co. of Flushing, Inc., 117-60 Northern Scalevard (Sh)

Pen's Parts Service, 75-77 West Hain St.

CLEM TALLS

Air-Land Motor Parts, Inc., 23-25 May St.

GRANVILE
Air-Lani Notor Parts, Inc., 15 Main Street

OMEAT MCK. L. I. Instrument Associates, 351 Great Nock Read

Schmitt Distributors, Inc., 1717 Bross RESCRIPT, AND

D & D Auto Supply, Route 9-W

Griffin Deseral Tire Service, Inc., 46 Breakery

The Frank B. Peck Co., 7-11 Seness

Pitcher Accessories, Inc., 736 Columbia St.

ON PALLS

Air-Land Notor Parts, Inc., 250 Nats St.

Howard M. Musson, 197 New York Avenue

C. Neville & Co., 139 W. Jerishe Turmike

TTHACA Tinga Auto Parte, hith W. State St.

JAMAICA, L. I.

ok Auto Parts, 154-16 Rocksvey Myd. (36)

AMESTON

J. S. Auto Supply Co., YOR? E. Second St. ETWORTON.

Royal Tire Service, 15 Railrood Avenue

LOCKFORT

Lockport Automotive Supply Co., Inc., 10 Lock St. LOWO MACH, L. I.

Stanley Auto Parts, 167 long Seath Hive.

Hax Finkelstein, Inc., 30-20 Newtown Ave. , Rappuhn Corp., 30-01 Northern Hive.

Laurence Stahl & Co., Inc., 10-17 43rd-Rd.

Plattsburg Hotor Service, Inc., 2 Hill St. MASSETTI

Hospith Aute Parts & Service, 66-18 Grand Avenue (78)

Plattsburg Motor Service, Massana Corp., E. Orvis St.

Medine Parts Co., Inc., 365 Main St. MINNE VILLAGE

Olen Auto Parts, Inc., 61-61 Metropolitan Avenue (79)

Electric Auto Systems Service, 11 Centre St.

HE WROLA

Community Filling Stations Corp. of Long Teland, The Berricks Re. Walters Distributing Co., Inc., 3% Norricks Read

MONANTE Seatling Potroloums, Inc., Part Herkiner Road Page 12

MAN WORK COMMAND MT. K1500 Mt. Kison Auto Parts & Hashim Shap Service, of all lesignites i Buit Parts Howark Corp., 193 Bast Baise St. NEW HYDE FAME C. Newlile & Co., Jerisho Turmpiko è Henton Ave., F.C.Bux 177 EN ROCHELLA County Hotor Freducts, Inc., 155 Magranet St. No Time Arrow Egiltion Selvice, 8 Rood St. (17) Sen's Auto Parts Co., 3657 White Plains Ave. (67) Clover Auto Parts, Tec., 318 East 167th St. (56) Orbert Tire Correction, 725 - 11th 2ve. (20)
Excel Auto Parts Distributors Co., 2088 Amsterd
Exide Sattery Warehouse, 202-3 W. Gith St. (23) an Ave. 7321 Lite Sales Corporation, 1816 Region Rc. (56)
Hagnete Repair Corporation, 187/Franklin St. (13)
Olimville Auto Supply Co., 3633 White Flairs Ave. (67) William's Sattery & Supply, 3955 Bromwood Ave. (66) WINDSHIP OF Schwarts Tipe Co., Inc., 263 Breach Kiagara Auto Supply, 3105 Pine Ave. Tensey's Auto Supply, 13 Mirdeall St. AFFAR Clean Buit Parts, Inc., 522 West Street CHEOMTA W. I. Dross, 32-36 Broad St. Pargueon Auto Supply, 160 Miver Street PATCHORDE. 1. T. George Waldbauer & Son, Inc., 21 Ha PERKSKILL E. W. Peterson, 612 South Street PROV TAN Rapales Auto Parts, Delano Flace PLATTS HIRO G & G Garage, 13-15 Charlotte St. Plattsburg Hoter Service, 95 Bridge St. MOST MINUS N. R. Mulley Auto Parts, 18 Fowler St. FORT WASHINGTON, L. I.
Al Skinner Auto Electric. 25 Willowiale Ave. POTSDAN Scanlen Auto Parts, 18-20 Water Street Queen City Distributors, Imc., 239 Mill St. BOCHESTER Auto Supply & Parts, Inc., 355 North St. Minn Tire & Accessory Co., Inc., Lif St. Peol St. (5) Heinrich Motors, Inc., 215 Lake Avenue (6)

Veteran's Auto Parts, 1060 Lee Road (13) ROWE Long's Auto Electrie, 278 E. Dominick St. REGLYS Wordsn Tire Ga., Inc., 1077 Northern Ried. SARAMAC LAWE Plattsburg Fotor Service, 37 Woodroff St. Standard Tire & Sipply, 170 Weadway SCHEMETERS Doom V. Seekson, Inc., 17 South Church St. (5)

Shield Surply Co., Inc., 375 Greeney St.

first Parts Rombost or Corr., 1195-6 Walt Citiest (9)

195 Lidge heat, in a

- MEN TORE (Comt'd)

HINTE CHEM

8. Schack Auto Parks, 155min & Muniquency Shar

SPRINGFIELD GARRESS

David Tire Service. Inc., 722-15 Nervick Res. (13)

SPRINGFIELD GARRESS

David Tire Service. Inc., 765 W. Genname St. (k)

TOFFIISTAIR, STATE INLAND

D & N Notice Parks (6., 250 Rey St. (1)

THES LIEE

Burdsoville Auto Parks, 653) Breadomy

THET

Brace Bres. Sales Corp., 333 Second Ave.

Clark D. Perry, 267 6th Ave.

STICA

Cabill Auto Supply Co., Inc., 211-213 Elizabeth St. (2)

Mack's Tire & Battery Service, bid Breadowy (2)

WATHTOFF

Carland City Parks Corp., b00 Hill St.

WILLSTILLE

Arroys & Ups., 26 Jefferson St.

MOCKEIE, L. 1.

Schaffer's Garage Equipment Corp., 69-02 Woodskie Avenue (77)

TOMERS

John J. Lynch Automotive Supplies, 71 Yorkers Ave.

MORTH CARCLINA ... ASMEY TILLS Hayes & Hopenn, Inc., 20 South Seruse St., Srence interative Supply, Inc., 67 Filtmore gre MAGINGTON Summer Auto Supply, Cor. Front & Church Sts. CHAPTE WELL Southern Parts & Electric CHARLOTTE HAMATTE Buttery & Ignition Distributors, 3901 Communal th Ave. Carolina Auto Supply House, Inc., 2127 Presdon Dr., BO. Bm 2135 Joint & Clotch Service, Inc., 909 South Eint St. DUDBIAM. Southern Parts & Electric, Inc., 302 Horgan St. TLIZABETH CLTY Alterarie Automotive Supply Co., Inc., 303-305 M. Weter St. PATRITIVILLE Payetteville Supply Co., Inc., 162 Gillespie St. CASSCOTA. Knore & Stewart, Inc., 121-127 E. Franklin St., Box 591 Master Jervice Station, 101 S. Dreene St. Fater Supply Co., Inc., 222 Concerce Flace, P.O. Drawer 1890 Standard Heter Parts Co., Inc., 423 S. Carmett St., P.O. Box 165 HT-CY CRT The Flowers Co., lf First Ave., S.E. MIGH POINT Colline Auth Supply Co., Inc., 153 S, Wrenn St. Hight Tire Company. 275 West Green St. 5. & A. Parts Co., 177 W. Gorden St. LEASVILLE Murphy Listributing Co., 407 West Street The Flore SEXTWITTEN Auto Specialty Conpany, 518 K. Haim St. Prevatte Auto Supply, 101 Fla St. The Flowers Co., 211 E. Union

### HOREN CAROLINA (Ount'd)

Ives Cil Co., 506 Cypress St. Quality Sales Co., 796 H, West Stre Egglosten Bros., LIZ M. Scales St. The Flavors Company, 213 S. Hooting St. Collins Auto Supply Co., Inc., 5 Matternal Hig Josell & Strickland Auto Parts Co., 5 Horth 3rd St. Raymond H. Jones, Distributor, 1303 So. Coldsbore St.

Raymond E. Jones, Statut Setor, ajus Do. \*VINSTON-Ed. Bulk's Amto Supply, 1625 Harms St. \* Parker Auto Parts Co., 530 Weachtown St.

### SCHOOL DARGES

Serg Pargo Noter Supply, Inc., 3th Northern Pacific ave. MCA Auto & Welding Supply, 513 10th Ave., No. WINCE Minet Parts & Service Co., Inc., 502 First Ave., S.W. Westlie Meter Co., 113-119 Control Ave., W. Auto Parts Company, 1007 Dakota Aven Northern Auto Parts, Inc., 123 West lot Ave.

The Hardy The Hardware & Supply Co., 175-5. High St. (11) Thresh Wholesaid Supply, 1990 Newton St. (5) Sackett Battery & Ignition Service, 5k9 S. Semon Ave. Ashtabula Appliance Center, Inc., 1801 Main Ave. BARRETTON Richards Auto Service, 1158 Wooster Rd., West MINFORD Gust & Adolf Auto Parts, 'Inc., 22750 Broadway Sellevue Rame & Acte Supply, Inc., 21h West Main St. SCHILLS GREEN Gen Electric Cos, 326 S. Main St. BRYAN Dick's Auto Electric, 23 South Walnut St. BOCTERS Ed Colcott Sales Warehouse, 137 S. Broadway Bowles Service Co., LOS Third St., S. W. (11) Cain's Generator & Armstore Co., 259 Navary Boad CELINA Oren Tire & Supply Co., 215 5. Hais St. INCIRATI
Auto Rad Supply Company, Central Farinay & Rice St. (10)
Center Rettary Co., 1/119 Cent St. (2)
Constrain Flact Tire Sales, 1705 Marrison Ave. (1h)
Gusen City Rubber Co., 1/015 Rebertson Ave. (7)
Rapid Tire Service Co., 1/01 Flux St. (2)
Riedy Tire & Intlery Service, 27th Vine St. (19)
Arresum CLEVELAND Berny Cleveland Corp., 2183 West 25th St. (13) Breazer Aste Supply, Imc., 1472 Pearl Read (9) Breadway Petroledm Corp., 5209 Miles Ave. (5) Breadway Petroleum 218 Div., Imc., 599 East 185th St.

### CHID (Cont'4)

CEPTIAND (Cont'd)

Clevidand lgaitton Co., 1054 leans Ave. (8)

Continental Cleviland Corp., 1300 S. 160a St. (11)

Fulton Avis Vresting Cr., 7300 Fulton Boad (13)

Comral Industrial & Avis Supply Co., 7500 Corongia

H & H Aris Supply, 8030 St. Clair Ave. (8) H a H Arte Jupily, 6070 No. Clast Sec. (6)
Bearr's Auto Parks, 5671 Lordin Armon (2)
Igainst's Team Tipe Co., 5775 Breadway (27)
Butt's Auto Parks, 1315 Statesp Seed (3)
Hentlary Sate Parks, 1315 Statesp Seed (4)
Hentlary Sate Parks, 1315 Superior Sec., 35.5 (1h)
The Parkson Britising Co., 255 Jefferson Sec. (3)
Parkson Parks Co., 355 Jefferson Sec. (3)
Service Parks Co., 355 N. 2543 Sb. (1)
Sarvice Parks Co., 355 N. 2543 Sb. (1) Service Supply, 5579 Mine Reed (29)
Severice Sute Parts of Cleveland, Inc., 771 Separter Sute Parts of Cleveland, Inc., 771 Separter Superior Super Dag 5. Harris, 1509 Grandriew Ave. (12) Mayo Oil & Supply Co., 315 Eirthon St. (8) Huys-Shedd Sales Co., 315 Eirster St. (8) Standard Parts Co., 26 Washington St. (2) Dower Auto Parts, Inc., 121 Woo Hays Oil Co., Fifth & Broad mays USA Co., Fifth & Breadway . Parts Service Company, 315 West Fourth St. Bockenberger Hoter Parts Service, 136 E. Harlest St. FAINTIN PARK, CLEVELAND Clutterbuck Auto Parts, 22017 Levels Ave. (36) PURGAT Allison Parts & Equipment Co., 205-207 N. Hain St. PRATETIEN e, 643 Third St. The Frencht Otl Co., 36k9 W. State St. CHENVILLE Codar Point Auto Supply, E.R. 2, U.S. Routo 36 Eddings Auto Parts, Routo \$36 R. W. Marconette, 908-920 S. Brie Mind. MARRISON Harrison Auto Parts, State St. (Next to theatre) Carl Morits Service Station, 3030 S. Third St. . LAKEHOOD : Lakewood Sattery & Ignition Co., 16215 Matison Ave. (7) LANCASTER White Hotor Sales, 347 Lincoln Ave. Gearbart Automotive, 211 5. Union St. LORAIN Hageman Sept MAPLE HEIGHTS an Supply Co., 1750 Breading tell 011 & Supply Co., Shif Dumban Road, (P. O. Sodfurd) Subjects
Embs Brothers, 313 Front St. , MASSILAGE The Hordrare & Supply Co., \$335 Linesin War East MEDINA Stanley E. Hereing Co., 111 Nost Smith Read Superior Auto Parts & Machine Co., Tre., 201-205 W. Main St.

H. E. Leading Tire Co., 273 W. Hain St.

3520

### man (0-44)

m Automotive Parts Co., 3816 Huntguarry Road (12) rii Auto Parto. 12 South Be PAINTSVILLE Hack Auto Service, Inc., 200 E. Ja WECHA. Maye Oil # Supply Co., 133 College St. Id Accesser Auto Supply, 818 Chillicothe St. B & V Oil Co., 17 North Main St. Lippert Settery Co., 736 East Pershing St. BANDUSET Automotive & Marine Supply Co., Inc., 230 Hancock Ave. SPRINGFIELD Springfield Tire & Buttery Co., 236-38-40 W. Hain St. STEUM NVILLE Standard Spring & Auto Supply Co., Inc., 25h North Strth St. STILLWATER Lourel Valley Oil Company STOAR THEE RIDGE R. V. Narcon TIFFE John Mellett Division, The Frencht Ctl Co., 52 Fairfield Ave. The Statuter Supply Co., 20 Erts St. (12) Miller Oll, Inc., 1033 South Ave. (9). UNICHIVILLE Rainsterger Electric Service, all East hth St.

Nainsberger Electric Service, all East bth St. WARTEN Ward's Acto Parte, SD2 E. Market St. WICKLIPPE

VICILIPE Northern Chic Auto Parts, Inc., 39017 Excited Assume INIA The Senis Standard Parts Co., 25-27 East Second St., NORMATION

J. A. Barber & Son, 13-19 E. Woodland Ave. (2) The Valor-Barch-Woods Ch., 3505 W. Mayon Ave. (1) 24053VILE Lincout's lesses Service, 403 Futnam Ave. Earl Hiller, Inc., 931 Marrick Ave.

ALTES.

### CKLAHOPA

hadger Oil Co., 621 S. Naim, Box 112
ALCHOME
Lymino Lindlay, 11 First St., S.N.
EXCEPTO
Frank Brothers Cil Company, P. O. Box 357
Cilvion
Authorn duto Supply, 123 South bit Street
Frank
- Duncan Battery & Electric Shop, 15 S. 11th St.
EXID
Chappell Oil Co., 230 West Mains, P. O. Box 1069
COTHELE
T. S. Wood Supply Co., 11h M. Menta
Laures
Button Thre Service, 532 E St.
MC ALESTER
MCCay's late Parts, 1105 M. Meta
MESSICES
Laure Tire & Battery Service, 518 West Broadway, P.
MCMANN
Van Pick Oil Co., 307 E. Companie

### OFLINENS (Cont'd)

MILHORM CITY Capital Tire & Supply Co., 1200 W. Name Dryer, Clark & Dryer Cil Co., VII S. W. Taire 1119 Clares Date El M. Wolmet

May's Supply Company, EDD W. Main PARCELL Jack's Oil Company, LCL South Six St. TURSA Ton P. McCornett, Inc., 1100 S. Scoton Ave.

DATES

Record Auto Parks, 1719 Make St.

MARTHERS

Records Auto Parks, 538 K. Brossey

END.

Lascade Auto Parks, 209 Greenwood Ave.

EUGEN

Coorde Pyrno & Sons, 1937 Franklish Elvd.

Wystt's, 390 W. 115s St.

La Gasker

Rey Farman Supply Co., 111h Adams Ave.

MINFORM

Sam Jennings Tire Co., 229 N. Riverside Ava.

OM OMENT

A. C. Distributing, P. O. Nem A15

PROMINES

Of A Hoter Supply, 135 S. E. First St.

PORTLAND

Miggins Company, Inc., N. N. Park & Couch Sts. (9)

Salies Auto Parks Co., 366 N. Liberty St.

MACCO

Interstate Wholesche Distributors, P. O. Nem 398

### PEXCESTLY AND A

Allentown Wholesale Distributing Co., Fenn & Green Streets me, incorporated, 718 Aller St. Lyons Suttery & Electric Co., 2501 Union Ave. Ashland Auto Parts, 3005 Centre St. #XE8570-78 Custom built Battery Co., Now 115, Rt. 8 WILLEPCHTE. Exyptome Thre Service, 121 S. Potter St. **WINISHED** Des, Interporated, 650 Fifth Ave. . . Shoenaber Auto Supply Co., 307 Scott Avenue MISTOL Standard Juto Parts, 513-25 luts St. Senjamin Astemotive, National Pike, East Aviation Automotive Parts of Mryn haur, Inc., 500 Lancaster Ave. CANONS BURG on Auto Parts Co., 1 S. Jefferson St. SOIS. Tri-State Mig. & Supply Co., Inc., 251 E. Main St. CHESTER Material Gervies Co., 805 Sproul St. Meller & Walfal, Distributors Tace 35

### PRODUCTION (Comp. 14)

COLUMN TURE

00

Motorcar Service Co., 719 E. Chestant St., BOIESTONS Soylestonn Auto Parts Co., North Main St. PART PETTS WINCO PASTON ine, Incorporated, 16th & Morthampton Sta. Way Bree., 119-121 8 Deire 34, (3) EDULEGRON Auto Equipment & Parts, 2565 Srietel File EPHRATA Earl R. Sandon, Inc., 509 M. Hata-St ERIE. G. J. Hiller Auto Supply, 1911 State St. . EVANS CITY Ed. Spithaler Automobile & Electric Supplies, 236 E. Hein St. EVENETT medford Valley Petrologa Corp., St. #1 Service Electric Co., Ridge Ave. & Main St. PORD CITY Edward A. Eirkwood, 61h Third Ave. Peerless Caseline Co., 731 S. Main St., P. O. Box 115 OMECHVILLE Surne Auto Parte, Inc., 136-138 Hain St. HARRIS RUNG R & H Distributors, 2327 Walnut St. (Penkros Schneider & Toung, Inc., 1015 South 29th St. HATLETON Automobile Supply Co., ZlO-15 E. Green St. (1) Samuel Gildenberg, 39 W. Diesend Ave. Lincoln Motive Parts, Inc., 20 Lincoln Way East nty auto Equipment, Inc., 56 Valley Piles Haze Auto Parts Co., 137 Fraley St. S. Hardwarge Parts & Equipment, 293 Hidge Ave. C. F. Dutra Automotive Service ANCASTER

Harr-Chorpson Oil Co., Inc., 953 S. Prince St.,
Jack's Jute Parts, Zih West Drangs Street
Bebert L. Tyers, 515 New Helland Ave.
Jerson N. Ronads, Zil N. Prince St.
Santos Autonotive, Noc., Lincoln Highway East, R.D. Fl. LATROPE m D. Staub, 700 Chestant St., F. O. See Li LEMIGHTON
Lucak Koter Parts, 131 Marth Second Street LEWCYSE Schneider & Youne, Inc., 1009 Market St. SECTIONS. Smith Tire Sales, 50% West Fifth Street TOCK HYAER Economy Tire & Auto Parte Co., 16 V. Church St. McCompart Tire Center, 639 Atlantic am: Sandberg Bros., 613-619 Park Ave. Key Auto Supply, LL1 Haim St. HOUST CANNEL Big Boys Auto Parts Co., Inc., 15 K. Oak St.

PERSONAL CO. OFF CASTLE Storage Buttary & Electric Service Co., 321 S. Murcer St. NORRESTO/S Live Parts of Sorristons, Inc., 352 West Haim St Aviation Aut Sever & Today, Inc., 109 H. 22nd St. (3) Sever & Yoder, Inc., 109 S. 23ed Sh. (3)
Sattery Salas & Service of Phila., 20th Cottage Street (36)
Secondaria sate-live & Sumily Co., 6905 Torresdale Ave. (35)
Germantorn Battery Zervice, 316 E. Chelton Avenue (bh)
Holmstorn Battery & Sumbly, 53th Cottage St. (36)
Inlargity Authoritive Parts, 1030 Elimenth St. (b2)
Jack's Battery Service, 618 Not7 St. (b5) Jack's hattery Service, 618 Wolf St. (18)
K. N. Auto Supply Co., 3333 North Broad St. (22)
lancastar Auto Sumply Co., 1500 Lancastar Auto. (32)
7225 Woodland Auv. (18)
lanca's Tire Service, 525 Amstrong St. (18)
Raymer Auto Supply, Inc., 78(1) Lancaster Auv. (18)
Roter Ignition Co., 1526 Fairmount Ave. (30)
Philadelphia Wholesale Distributors, Iss.,
Cont. 152 Cont. (19)
Philadelphia Wholesale Distributors, Iss.,
Cont. (19)
Philadelphia Wholesale Distributors John J. Reports, 8333 Childs Ave. (18) Southwest Auto Parts, Lifen U. Southwest into Parts, 1800 Weedland Ave. (h1) Tri-State Distributors, Lahigh Ave. a 17th St. (32) U. H. Noter Sarviss Geograpy, 6137 Market Street (39) Walsh Tire Supply, 7 & Lukerm Sta. (hb) PREMIEWILE
Property Auto Parts, Nott Reed
PITTSHOWN Aces Tire Service, 10th & Sarah Ste. (3)
Lest Eng Estary & Emmitted Co., 5920 Ferm Ave.
Commiss Noter Parts of Pennsylvania, Inc., 5927 Bess Hv4.(13) Edrin L. Gooderin, agent, 20518 Lindberg (35) Key Anto Supply, 800 K., Reserved Ave. (8) z. J. Upperman, biSh Library Road (3b) POTTSTG/S Nottle Auto Parts; Inc., 516 Chestmut St. POTTSVILLE Quality Auto Parts Co., 500 W. Arch St. DOMESTIC PARK Kater Ports Service, 601 Chester Piles CHARRYVILLE Jack's Auto Parts Jacom H. Shoads, R. D. #3 MEADING Arlington Hoffert, 1050 Button REDOMAN E & O Auto Parts & Supply, 109 N. Broad St. ST. HARTS Reller & Welfel, Distributors, Washington St. E. ST. THOMAS E. C. Barnes & Son, P. O. Bex 195 SCRATTON. Penn Auto Service & Supply Co., 166 South Warnington Av Charles D. Scott Co., 119-173 Franklin St. (3) . Haraden's Rose Service, 119 Franklin 34. SCHIRSET County Auto Equipment, Inc., 373 E. Hain St. STATE COLLEGE Clark Auto Equipment Co., 936 W. Collage Ave. STROOM NOW From Auto Service & Supply Co., 1713 W. Main St. Mig Boys Auto Parts Co., Inc., 173-177 S. Second St.

C B S Auto Ports, 116-116 W. Sore

The Charles & Scott Co., 617 Hain St.

3522

HE. JOY Jack's Auto Parts, 61 West Hain St.

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### PERSONALITATIA (GAR'4)

otice Parts, Inc. of Opper Sarby, 7300 West Chester Piles

no auto Parte, 151 Calumbia ave.

A Motor Supply, 753-753 E. Ballrood Ave.

ry & Electric Service, 6 Nortet St.

MANAGEMENT Tire Shop, 332 West Chestent St. Broke Auto Elebtric, 551 W. Propinion St. ANY STREET 's Autom ptive Replements, 16) V. Eigh St.

STEEL Westfield Auto Parts Co., Nata St.

VILLES-MANNE Kitose Auto Store, 60-62 M. Main St.,

Clark & Heag Tire Sales, Inc., 505 Nartet St. (8)

County Auto Equipment, Inc., 1105 Graham Ave.

Wm. H. Hillar, Metributer, 318 Overbrook Brive Les Villians Auto Supply, 635 W. Market St.

### BESS ISLAND

Barnes Subbar Co., Inc., 750 Reservoir Ave. (10)

opart Tire Corp., 307 Theses St.

V. E. Savis Co., & Hentgemery St., Facrolini's Arto Supply, Nov Port & Cole Siendes Auto Supply, 167 Central Avenue DE LUE NO.

City Tire Coupley, 250 Allons Aven W. L. Davis Co., LCb Brood St. (7)

# SOUTH CAROLTEL

Hotor Parts Co., 212 S. HeDeffis St.

Cibeca Tire Service, 521-523 Seeting St.

Leurin Co., 1720 Taylor St., Sm 548 Carolines Auto Supply House, Inc., 129 N. Irby St.

Cortl R. Himbsley, Dist., 1117 Naim St. CAMPERSO

Superior Battery Co., 769 hussell St. - S.W.

### SCHOOL DANSON.

arme Supply Co., 1037 S. Haffs stive Supily Co.

ICTOREL. ive Supply Co., 500 M. Hain St. PD CITY

ply Co., Taird & Hain, P. C. Box 1191\_ Sabeta Auto Parto Co., 311 Sorth Phillips Ave. STORY PALLS

Bard & Vike, Inc., 107 V. Keep

J. M. Colline Auto Parts Co., Inc.

MINTOL Morine Tire Co., 11 - 7th Street

Tire Service Co., Mil Chestest St.

B & W Auto Parts, 118 S. Haple de Sanford Auto Supply'

J. N. Colline Auto Parts Co., 201 E. Court St.

0825377213 Breples Ruiber 612 Co., 100-110 South Irish St.

ANCHEOU

Paley's Auto Electric Service, 93 State St. 333 Tire Company, Baltimore & Church Streets JOHNSON CITY

Helston Tire Co., Div. of Helsten Oil Co., 101 Bres Helsten Tire Co., Div. of Polsten U.; two, ST W. Karket St Southern Auto Supply Co. of Johnson City, 207 W. Karket St F. C. Max 200,

### KINGSPORT deffer-Taylor Tire Service, Inc., 200 West Center St.

ERCEVILLE R & L Brake & Supply, Inc., 317 W. Central Ave. Sunter Bros. Battery & Equipment Co., 317 King Street

EX PARTY Chilton Co., Inc., 218 E. Hain Pt.

Profits 011 Co., 1906 Lamar Ave.
Dalta Tire & Supply Co., Inc., P. O. Box 5973, Crosswell
Kajestic Buttery & Equipment Co., Inc., 750 Dalon Ave.
Sanford Sum & Auto Supply, 1277 Thamas St.
Lone, N. Smith, Distributer, 3250 Kinchan Forry Road

Tallay Auto & Home Supply Co., 2212 S. Third St.

Hunford Auto Supply

BARNUTTIES. Wilson Orthe Tire & Settery Co., 1817 Church St. (3) Reed-Downing, Inc., 926 Third Ave., South

PHILABET .. Recappers, 135 M. First St., P. O. Box 116

RIPLEY J. N. Collins Auto Parts Co., Inc.

Ripley Auto Supply Co. SHELMVILLE Parsons Notors, 117 E. Hada St.

Auto Sta

Swithflide Bittery Co., E. F. S. A.

J. K. alline Auto Parts Co., Imp. THESTON

J. M. CALLES Auto Parts Co., Inc.

Union City fire Co., Inc., 221 5. Segond St.

### TELES .

ATTRACTOR Popo's Parts Place, LOS West 15th (P. C. Ber 115) Servett's Automotive, 933 S. Third St.

FYEAS (Comb'd)
ANIHOLD
ANIHOLD Supply Co., LOS Tyler St. (P. O. Box 1719)
Dalton Auto Supply Co., 318 Marrison St.
Forter-Hanson Supply, GLO West 6th St.
ATMEN

E & T Auto Supply, 110 South Prairieville MATTOWN: Ted's Auto Parts, 1200 N. Main St., P. O. New 638

MANNOST Carner Supply Co., Milan & Noches Sts., P. O. Box 6095

Frank Sefelf auto Surply, 106 E. Central, P. O. Son 57L BORHAN

Gouge Settery & Electric, 1122 Star

Lowry Auto Supply, 231 Main

Lawson-Payne Machine & Supply, 313 West Main St.

Surton Auto Supply, Inc., 15th & S. S. Adams CAPRIZO SPRIMES

John Stahl Hachinery, P. O. Bes 836 Collows State Supply, 411 Avenue "7", N. W.

COMPUS CHRISTI Center Tire Service, 1501 South Staples Street

English Equipment Go., 3016 Gasten ave. South Dallas Sattery Service, 1800 S. Ervey (1)

Ray's Auto Supply, 923 E. Harrison St. EL CAPPO Englas Parts & Hackins Shop, Inc., 119 E. Jackson St. EL PASO

R. E. Wicker Co., 314-372 Hills St.

Hughes Auto Parts, 500 Fourth St. FORT STO'S TON

West Texas Equipment Co., P. O. Rux 627, 1200 N. Main POST NORTH Battery Service Co., h312 E. Helmap

Wiggins Tire & Supply Co., 1112 West Viewery FRICKS Welch Auto Supply, Inc., 500 Wain St.

WARLINGEN

From Auto Supply, Inc., 602 west Van Buren

COSSON Tire & Lattery Co., 6820 Lyons Ave.

Dodson Eattery & Electric Co., 2010 Pamin St. (2)

Marine & Fetroleum Supply Company, 9126 Katy Road

Killer dallown Co., inc., 1205 Smith St. (2)

Pete's Auto Supply, 2309 Jensen Drive Kiver Oaks Service Station, 2605 destheirer Statyrac Battery Service, 1637 Marriaburg Med-Scuthern Battery & Generator Service, 1933 McGrty Red Scuthern Battery & Generator Service, 1933 McGrty Red Southwest 72:rs Co., Inc., 5150 Nevigation Mvd. United Tire Service; 338 Austin 8ve. (2)

HOUSE Auto Supply, 113 South Plan St.

LAMESA
Whitler Buttery & Electric Service, 105 M. Dallaw St.

Santus Oil Company, 5202 San Bernarde Ave.

Levelland Auto Supply, 602 Houston St.

Hank & Porceipt Home and Auto Supply, All Phalos.

3524

### TELES (Cont'd)

Earest's automotive, 1012-17th 51., P. O. No. 955
LUTEN
COUTY McElrey Tire Co., LOS Atkinson Dr., F. O. No. 459
MITADO
Majador Noter & Implement Company
MC ALES:
Burton Auto Sheetric Co., SOI East Niway
NO GAMEN
KcCasey Electric & Appliance Co., 321 East Fifth Street
(P. O. No. 7h.)

Marcades OEL Company, P. O. Bux 366 MERRIL Hicks Auto Supply, Bex 368

Drillers Petroloum Freducts, Inc., 1905 W. Borth Front MISSION

Barrers's Supply Co., 500 Comesy Wiled.

Corbett Spradley Auto Supply, 10L W. Main St.

Barrett's Automotive, 111 %. Hancock St.

Marine & Petrolaum Supply Company, 87 &. Main St., P.O. Box &61 PAIRSTIME

Ton William Tire & Battery, 613 Avenue A PANPA

Hotor Supply of Texas, Inc., 11h South Prost St. PARIS Horris Battery Co., 218 Second S.N.

HECCE Havarre Supply Co., 1695 W., Third St.

PETENCHUM McDeniel Auto Supply, South Main Street PLAINVIN

Barrett's Automotive, 116 E. 5th

Firkpatrick Auto Electric, P. C. Box 221

Burton Auto Supply, Inc., E. 7th St. & Hi-Way

Thacker Supply Company, F. O. Sex 138 SAN ANDELO

Allen Ingrum, &26 N. Faim

Samentex Oll Co., 522 Muis St., Station a, P. O. Bux 5156 SELENCE Kayfield Auto Supply, 111 N. May. 66

EXERGES

Exist Sattery Co:, 502 East Laws

STANTON . . .

Hicks Auto Supply, Ltd.

Fatz Farking Center, 117 East Elm VICTORIA

Victoria Auto Supply & Machine Snop, 105 V. Santa Rosa WARD: Kaner Battery Supply, 906 Jefferson St.

VESIAGO

Sultan Auto Supply, Inc., 525 Highway

VICHITA FALLS
Cru:y Tire Company, 200 East Scott Street

Page 18

r Hereautile Co.

Heter Heremille Co., 289 Orant Ave

Hotor, Marcantile Co., 217 West Center St. SALT LAKE CITY

Motor Heresatile Co., P. O. Box 1068 - 136 S. W. Temple St. CAD 56 W. 7th, 80.

### TERMONT

BUTTLESON

Thomas Auto Supply, Inc., 233 Elliott St. MING.IMGTON

Hagar Hardware & Paint Co., 16h St. Poul St. Kagmard Auto Supply, 39 Conversé Court

ST . JOHNS BORY Sugar Hardward & Paint Co., 13 Portland-St.

### AIMUIMIY

Auto Searing & Farts Co., 509 Loyal St.

Chesapeaks Auto Supply Co. of Emports, Inc., North Main St. PRANCET

Chesapeake Arto Supply Co., Inc., 71h M. Mechanic St.

FRONT ROTAL

Front Royal duto Service, 503 E. Main St., P. Q. Sun 643

WHITE TACH NAME.

Green Auto Parts Corp., 1h N. Liberty St.

Front Royal Auto Service, 9 Campbell St.

Chesaneske Auto Sconly Co., 3112 Virginia Ave. Curtis Cil Co., 101 Jefferson Ave.

**PACEPOLX** 

Atlantis Tire Co., 25th St. at Monticelle Ave. (10) Chesapeake Auto Supply Co., Inc., 200-210 V. Zlet St. (10) Five Point Auto Supply, Inc., 112 Norview Ave. (13)

CHEAT

H. C. Water

PORTSHORTS. Chesapeake Auto Supply Co., 915-917 High St.

White Front Parts Co., 1151 East Front St.

The Elize Co., 2725 W. Broad St. (20)

Shepherd's Auto Supply, Inc., 120 Luck Ave. S. W. (137.0.8cm 35 MUNEFIELD

STAURITON

Sirmons Parts Co., Inc., 119-123 S. Augusta St., P.St.Sex 365

SUFFOLK

Chesapeaks Auto Supply Co., 200 E. Washington St. Southern Cil Co., Inc., 617 Factory St., P. O. Box 767

WINCHESTER

Camper Tire Co., 720 S. Braddock St.

### WASHINGTON

AMERICEN
Coldwell Bearing & Parts Co., 30) W. Narbet
310 W. "E" 5%.

SELL THERMAIN

estive Parts Service, Inc., 1322 State St.

MASHINETON (Cont.14) -

n's Tipe Service, Route 2, Best 15 Salmi CENTRAL ZA

R & & Champion Floot Service, P. O. Ben 60

Carl S. Harris Sales, P. O. Bru 87 PLANT STREET

Heinrich Auto Electric, 105 M. Mgtm St.

EVERT Dayview Service & Supply, Cor. Hewitt & Bond Ste.

PORCS Lymen H. Johnson

Tri-City T.B.L., 816 Clearwater

OLYMPIA. Hillnen Ayto Electric, 116 E. State St.

Valley Auto Parts, 1212 Dudley St.

Cowlits Tire Company SEATTLE .

Automative Parts & Equipment Co., Inc. of Seattle, 1516 11th Ave.

Manchard Auto Electric, 2535 Airport Way Motor Car Supply Co., 1521 12th Ave. (22)

Rogers Sattery Shop, Salmon Say Terminal Seattle Harine & Pishing Supply Co., Pior S9 (1)

Les Pialds Auto Parts, 23 5. First St.

SPOKANE Searing & Rim Supply Co., 730'N. Hemilton St. (2)

SCHNESIDE Valley Auto Parts; Lilly 7th Street

TACOMA

MAPATO

Doharty & Berkman, Int., 1030 S. Tasoma Way (9) Mayberry Motor Parts, Inc., 1938 Market Street (2)

1900 San Thornnill Co., Inc., 1106 St. Paul Awa. (2)

Johnson Auto Electric Co., 35 S. Spokene Ave. Tri-City T. S.A., 309 S. Fourth Ave.

Valley Auto Parts, 315 S. Wapato

TAKINA Gaffrey's Auto Farts, 15 South Stath Ave. Tire Sales & Equipment, 1750 S. First, St.

. WEST VIRGINIA :

MCKLEY

Auto Parts Service, Inc., \$32 Neville St.

Superior-Sterling Co., 700 Minufield Ave.

CHARLESTON

Southern Hardware Co., 12-16-16 Heferland St. (25) CLARGE BURG

Clarksburg fire Co., b31 W. Pike St.

'Ross Tire Exchange, Inc., 1270 W. Pike St.

Wilson Supply Commeny

DUN SAR

Brown Auto Parts Co., 350 Sixteenth St.

FRANKLIN .

Glover's Auto Supply, Inc., Main St.

MUNICIPAL WOMEN Miller duttery & Theotric Service, 2302 Third Ave.

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sterr vincinta (Gustal) 5 & 5 Hotor Ports, Inc., 276 Windowster Ave.

Andy Bros. Tire Shop, 116 Walnut St., MODROSVILLE Valley Auto Parts, '201 - 7th St.

437736 BERG

PARKERS BENG Motor Service, Inc., 1313 Cald

Swarts Auto Parts Supply Co., 210 Paret St.

PRINCETON Chambers Automotive Supply, 102 S. Stath St. BALT ROCK

Harritta Oreek Service Station, State Seets #10

Sharp & Shapard Supply Co., Inc., blift McCorkle Ave. METRON

Tri-State Mfg. & Supply Co., Inc., ACT. Main St., P.O. Nox 629 VELCH

McDowell Auto Firts, Inc., 156 McDowell St. WEELEN

Wheeling Auto Supply Co., 1-3 South St.

### WINDOWSTW

ANTERO Antigo Auto Perto, 1025 Fifth ave. APPLETÓN

Appleton Buttery's Ignition, 210 S. W. Matthew's Tire Co., 12% W. Wisconsin Ave. ARM AND

Northland Auto Supply, 822'Second St. W. . SCAVER DAN

E-3 Wholesale Supply / Inc., 311 S. Spring St. TIGHT

Endes Motor Parks, 530 Broad St.

Bob's Tire Shap, Highway 61 EASI CLAISE

Centite Parts Company, 1518 S. Hamlings Way Peoples Tire Company, 227 Hobert St. POUD DIT LAC

Schroeder Hackins & Supply Co., 13-25 W. Se nd St. COLUMN THE

L. Seinster & Jone, Inc., &28 S. Jefferson St.

Pidge-Jamerille Co., 11 M. Buff St. PENOSHA

Manafort Comoco Service, 2831 Boom LA CROSSE City Iran & Auto Wooding Co., The Vise St.

MADICON Holmon Tire & Supply Go., Son 1116, k31 W. Main St. Ridge-Haddenn Co., 826 E. Washington Ave.

MARLHETTE. C & N'auto Supply, 1360 Hain St.

A & L Aute Supply, 267 East State St. MILMAUNTS

Electro Tire Scoopping, 3530 V. Pierce Heyer Stores, Inc., 1234 N. 17th St. Storage Mattery Service Co., 1115 H. Jefferson St. (2)

Crantall Oil Co., Inc., 1705 litth Amo.

The Cook & Brown Line Co., 70 Harton St.

### WISCONSON (Cont's)

Pro Muto Ports, Inc., 955 Weshington Ave. SICK LAKE

Rice Lake Authorites Supply Co., 13 East Ess Claire SCHOP TELLS

Universal Automotive Distributing Co., 1007 Spring St. SHE BOTTOM

Auto Electric Co., 817 Indiana Ave. H. H. Herg & Son, 1217 South Eighth St.

Holden's Tire & Rettery Service, 1702 N. 17th St.

Escredy Auto Supply Co., 906 Superior Ave. TWO REVERS

Two Sivers Automotive Supply, 1615 16th St. WADKESHA

Ridge Motor Parts, Inc., 137-139 W. Broad WATERACA

Gray Cadaklaba 013 Co., 315 Hill St. MATERIAL

L. H. Wall Mater Co., Inc., 530 Washington St.

### MACHINE.

CASPER Wyoning Automotive Co., 678 W. Tallowstone Ave., P.O.Sex 1373

CHETENNE Wysming Automotive Co., 3712 Pissear Ave., F. O. Bux 1077 THANK TON

Notor Hereauthle Co., 908 Hain St.

LABOUTE Wyenting Automotive Co., P. O. Sex Si

MINICASTLE Myoning Automotive Go., Suz 833

POWELL.

Wyoning Automotive Co., Mest & let Ste., New 750

Myoming Automotive Co., 315 W. Buffalo St., Son 366 RIVERTON

ming Automotive Co., Aux 53.3 12

ROCK SPRING Wyoming Automotive Co. / 402 Lth St., Sew 955

Wyoning Automotive Co., 316 N. Hein St., Box 815 TERRITOR

Wyoming Automotive Co., P. O. New 191

Wyoming Automative Co., Sid Big Horn Ave., P. O. Sa. 580

### ALASKA

ANCHORAGE Rutomotive Parts & Equipment.Co., Inc., P. O. Bex 840 PAIRBANKS : Automotive Parts & Equipment Co., Inc., F. O. Rex 381

EZTCHIKAN Automotive Parts & Equipment Co., P. O. Box 595

### TREETTORY OF HAVAIT

MONOGER, III Carriage Co., Ltd., 313 3. Beretania St. The Sul P. O. Ber 2620 . 63

Form 3265 5-57

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### COMMISSION EXHIBIT NO. 315A.

4312 Florida Avenue Newtown Square, Penna.

December 14, 1955

Mr. Dwight T. Colley Vice President of Marketing 260 South Broad Street Phila., Penna.

Dear Sir:

I have received your letter on "Lets talk about gas prices," and I am taking this opportunity to let you know that we have followed your letter to a "T" for the past two years.

The only time that we cheapened our product was back in 1953 when a Company supervisor and salesman told us to drop our price to meet Sunoco's drop. We made a mistake by doing so at that time, but to this day with three other Atlantic stations along with other competitors, we have kept our price where it belonged—at the top. They are all, at this time, selling below our price.

I have lived in this township for almost forty years, and all of my family was raised here. I am a service man, and I am asking no quarter. I have served in both the Army and Navy and in two wars. My sons and I took over the station from its very beginning in 1953 and have worked hard to build up a good community business, first with a product that we are proud of and a service that would be hard to beat.

On November 28, I was notified that my lease with the Atlantic would not be renewed as of December 31, 1955. When a fellow like myself is condemned and told I am on

the way out without a letter of explanation of what was wrong, it just doesn't seem fair. I wonder why a large Company is run by such "little" men, who call themselves salesmen and supervisors.

For the past eight months we have had to pump our gas with just one pump, because of a road construction which caused one of our pumps to be removed, and because of this construction we had only one entrance. When the going was tough with the one pump and with the road under construction we worked all the harder to keep our gas and oil sales up around 50,000 gallons a month, which you can see by the company records.

If I have slipped on certain small things as the supervisors told me was the reason for not getting my lease renewed, it was not done to hurt the Company policy or the service that goes with it.

Mr. Colley, selling today is a lot different than back a few years ago. The service man or salesman that 3528 knows where he is going and has good common sense,

with his feet on the ground is important, for we to this day have not found a substitute that can replace him.

On my station, we have done more than just sell gas and oil and automobile service, we also have sold the Company that produced our product and this you can verify by a few of our business men and women whose names I am sending you.

I have a list of approximately 470 customers which I am personally sending each a letter stating the facts as I found them in dealing with company supervisors and salesmen.

The following is a list of doctors, brokers, and a lot of other prominent people in our community who are our customers that you can call on to verify the statements in this letter.

Along with my attorney we are asking for a hearing before the NCPR through William D. Snow, General Counselor at Washington, D. C.

Joseph T. Mullray, Atty.

John Gable, Township President & Warden

W. L. Butler, Vice President of Phila. & Western R. R.

Paul Harron, owner WHIP

Sen. Geo. W. Pepper

Gibson & McIlvian

Dr. John B. Carson

W. W. Battles

W. P. Battles

John B. Carter, Atty.

Victor C. Barry

Sincerely,

Francis J. Ballaron

FJB:hom

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WHOLE SHIRT AND T

Kpr11 5, 1948

Kr. S. Kriete Osere Hanover & Westminter Pikes Reseterstown, M.

Dear Mr. Osborne

intention to camel your Service Station Lease ( useler Sales Agreement covering the service Station December 25 ted at Hanover & Westminster Pices, Reisterstown, Md. at the first privation date which will be Me. 1, 1968, thomas giving you is required thirty days notice of a coellation as outlined in the first caragraph of

Yours very with ly

SHIRIWOOD BRATHERS IN TORATED

John R. Shering

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REGISTSHED LAIL TRETURN RUCEIPT REQUESTED

Satisfied of the state of the

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### COMMISSION EXHIBIT NO. 329.

IN THE DISTRICT COURT OF MARYLAND.

Kriete Osborn, Sykesville, Maryland,

Plaintiff

118.

Sinclair Refining Company, 600 Fifth Avenue, New York, New York, 10 Light Street, Baltimore, Maryland c/o Corporation Trust Company, Resident Agent, 10 Light Street, Baltimore, Maryland,

No. 9769.

Defendant.

To the Honorable, the Judges of Said Court:

The Plaintiff, Kriete Osborn, by his Attorneys, Cable and McDaniel, for his complaint against the Defendant, Sinclair Refining Company, alleges as follows:

### Description of Plaintiff.

1. That at all times hereinafter mentioned the Plaintiff, Kriete Osborn, was and still is an individual residing at Route 3, Sykesville, Maryland.

# Description of Defendant.

2. That at all times hereinafter mentioned the Defendant, Sinclair Refining Company, was and still is a corporation organized and existing by virtue of the laws of the State of Maine and that it maintains its principal office for the conduct of its business in the City of New-York, State of New York, and a division office at 10 Light Street, Baltimore 2, Maryland.

### Nature of the Business Involved.

- 3. That at all times hereinafter mentioned the Defendant, Sinclair Refining Company, was a refiner and distributor of petroleum products engaged in interstate commerce.
- 3566 4. That from 1936 until May 31, 1956 the Plaintiff operated a drive in filling and service station at Reisterstown, Maryland, and sold petroleum products of the Defendant in accordance with the contracts to be hereinafter specified.

# Article Under Which Action Brought.

5. This action is brought under Sections 4 and 14 of the Act of Congress of October 15, 1914, entitled "An Act to supplement existing laws against unlawful restraints and monopolies and for other purposes," as amended and supplemented (15, U. S. C. A. 14, 15) commonly known as the Clayton Act and Section 1 of the Act of Congress of July 2, 1890 entitled "An Act to protect trade and commerce against unlawful restraints and monopolies" (15, U. S. C. A. 1), said Act being commonly known as the Sherman Anti-Trust Act.

# Agreements With Defendant.

6. That on or about the 5th day of May, 1948, the Plaintiff and the Defendant entered into a Lease, whereby the Plaintiff leased a service station located at Reisterstown, Maryland, from the Defendant, and into a Dealer's Sales Agreement providing for the sale of petroleum products with Sherwood Bros., Inc., a Maryland corporation. That on or about the 30th day of December, 1955, the Defendant and Sherwood Bros., Inc. merged, and the Defendant assumed all the rights and obligations of Sherwood Bros., Inc. in the aforesaid Lease and Agreement. The

aforesaid service station Lease is attached hereto and made a part hereof marked Plaintiff's Exhibit I; the Agreement is attached hereto and made a part hereof and marked Plaintiff's Exhibit II.

### Specific Acts Alleged

7. That the Plaintiff, in addition to belling gasoline and other petroleum products at said drive in filling and serv-

ice station, also sold thereat tires, batteries and other 3567 automobile accessories and parts. Such tires, bat-

teries and other automobile accessories and partiagremanufactured by many different manufacturers and are regularly sold and shipped in interstate commerce by such manufacturers to wholesalers and distributors who in turn resell such products to service stations and other retail outlets.

8. That on or prior to 1956, the Defendant entered into agreements with manufacturers of tires, batteries and other. automobile parts and accessories pursuent to which such manufacturers purported to sell to the "cendant tires, batteries and other automodele parts ar accessories destined for ultimate sale at retail through service stations selling gasoline manufactured by the Defendant. Such agreements were part of an overall plan by the Defendant to compel service station dealers who were selling petroleum products manufactured by it, and particularly those service station dealers who, like the Plaintiff, leased service stations from the Defendant, to sell tires, batteries and other automobile parts and accessories manufactured by such manufacturers with whom the Defendant had so entered into agreements and to restrain such dealers from dealing in competing products manufactured by other. manufacturers. The Defendant intended to effect such compulsion by refusing to lease service stations or to sell petroleum products to persons who would not buy such

products so manufactured by manufacturers with whom the Defendant had such agreements. Such agreements, together with other agreements accessory thereto, provided that the manufacturers of such products would purportedly sell the same to the Defendant and the Defendant would purportedly resell the same to distributors and wholesalers who would in turn resell such products to the service station dealers, but that in fact manufacturers would ship such products directly to such distributors and wholesalers.

9. That in pursuant of such plan of the Defendant, representatives of the Defendant regularly called 3568 upon the Plaintiff and urged and requested him to purchase tires, batteries and other automobile parts and accessories which had been manufactured by manufacturers with whom the Defendant had such agreements, and particularly those manufactured or sold by the Goodyear Tire and Rubber Company, 114 East Market Street, Akron 16, Ohio, and Purolator Products, Inc., Rahway, New Jersey, and to refrain from purchasing competing products manufactured by other manufacturers. Plaintiff was unwilling to accede fully to these requests and so informed the representatives of the Defendant: however, the Plaintiff did stock tires of the Goodyear Tire and Rubber Company in addition to those tires which he normally stocked and also stocked only Goodyear batteries. Thereafter the Defendant cancelled said Lease and Dealer's Sales Agreement effective as of May 31, 1956. The notice of cancellation is attached hereto and made a part hereof and marked Plaintiff's Exhibit III.

10 That such cancellation of said Agreements was in furtherance of the Defendant's aforesaid plan to compelservice station dealers who were selling petroleum products manufactured by it to sell tires, batteries and other automobile parts and accessories manufactured by manufacturers who had entered into the above mentioned agree-

ments with the Defendant and to restrain such dealers from dealing in competing products.

- 11. That at no time did any representative of the Defendant make any complaint to the Plaintiff concerning the operation of the aforestid service station; the volume of gallonage of petroleum products being sold by the Plaintiff having been consistently increasing at the time of cancellation.
- 12. That as a result of the aforesaid cancellation, the business of the Plaintiff was destroyed; and said cancellation resulted in restraint of interstate commerce, a substantial lessening of competition and a tendency to create a monopoly.

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### Damages

- 13. That as a result of the above described wrongful acts and conduct of Defendant, Plaintiff has suffered loss and damages in the amount of \$50,000.00.
- 14. That the Plaintiff has been damaged in his business and property by reason of the unlawful conduct and acts of the Defendant, and that, under the provisions of an Act of Congress of the United States, approved October 15, 1914, 38 Statute 731 (U. S. C. A. Title 15, Section 15) he is entitled to recovery from the Defendant 3-fold damage by him sustained and the costs of this suit including a reasonable attorney's fee.

# Prayer

Wherefore, Plaintiff demands judgment against Defendant in the sum of \$150,000.00 together with costs and disbursements of this action and a reasonable attorney's fee.

Cable & McDaniel
341 N. Calvert Street
Baltimore 2, Maryland
By Calhoun Bond

3570

Exhibit "I"

### Service Station Lease

This Indenture of Lease, Made and entered into in duplicate this 4th day of May, A. D. 1948, by and between Sherwood Brothers Incorporated, a Maryland corporation, authorized to transact business in the State of Maryland, having its principal office at 10 Light Street, Baltimore, Maryland, party of the first part (hereinafter referred to as "Lessor"), and S. K. Osborne SS #40 of Reisterstown, Maryland, party of the second part (hereinafter referred to as "Lessee," whether one or more, and when referred to by pronoun the masculine gender will be used);

#### Witnesseth:

- 1. Whereas, Lessee desires to lease from Lessor the filling and service station, including other structures and facilities, if any, for the servicing of motor vehicles, hereinafter referred to as "station", and the premises upon which the same is located, as hereinafter described, for the purpose of marketing through said station petroleum products and other merchandise; and,
- 2. Whereas, Lessor is willing to lease said station on the terms and conditions hereinafter set forth;
- 3. Now, Therefore, in consideration of the premises, the rents herein reserved, and the covenants, conditions, and agreements herein set forth, on the part of the Lessee to be paid, maintained, kept, and performed, Lessor does hereby demise and lease unto Lessee that part and only that part of the following described premises used for and constituting an oil and gasoline service station, and excluding all other parts or portions of said premises, located at Hanover & Westminster Roads and situate in the City

of Reisterstown, County of Baltimore, and State of Maryland, to wit:

North Corner Westminster Road and Hanover Road, Reisterstown, Md. as described in lease dated April 24, 1937 to Lessor.

together with the buildings, structures, improvements, pumps, tanks, appliances, furniture, tools, and other personal property located thereon, as set forth in an inventory taken and signed by the parties hereto, marked "Exhibit A?' and attached to and made a part of this lease to the same effect as though written out in full herein, including any additions thereto or substitutions thereof which may be made by Lessor from time to time; receipt of any substituted or added equipment shall be evidenced by Lessor's Receipt Form SB-46 "Equipment and Materials Receipt," and said receipt when signed by Lessee shall become a part of this lease with the same force and effect as though 'embodied herein; provided, however, that any equipment heretofore or hereafter delivered by Lessor to Lessee. whether or not evidenced by said receipt, shall be subject to the terms and conditions of this lease. It is understood and agreed that Lessee's act of accepting such equipment and signing said receipt shall be construed to be an acknowledgment by Lessee that the equipment described in said receipt was in good and serviceable condition at the time of its delivery to Lessee.

4. To Have And To Hold the above demised and leased premises, and all rights, privileges and appurtenences thereunto belonging, unto Lessee for and during a term beginning on the 1st day of June, 1948, and ending on the 31st day of May, 1949, and thereafter for successive terms of one year each, provided, however, that either party may terminate this lease at the end of the original term or any successive yearly term, on Thirty (30) Days' written notice

given prior to the end of any such torm. If the above premises are held by Lessor under lease, this lease shall in no event continue in effect for any longer period than the balance of the term specified in any such underlying lease, regardless of the term herein provided. No previous notice or refund of rentals shall be required in the event of termination or cancellation of this lease for breach or default as hereinafter provided.

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3571 5. Lessee shall yield and pay to Lessor as rental for said premises for and during said term the following sums:

"Amount equal to 1½ cents per gallon for each gallon of gasoline and motor fuels delivered to said premises for resale during the term, provided, that the minimum monthly rental for each month shall be \$400.00 Dellars. All rental shall be payable on demand of the Lessor."

All rentals shall be payable in lawful money of the United States at 10 Light Street, Baltimore 3, Maryland, of at such other place as Lessor may from time to time designate.

6. Lessee covenants and agrees that he will use and occupy said premises and station in a careful, safe and proper manner; that he will not permit or suffer any waste thereon or thereof, or any nuisance thereon or thereabout; that he will keep the sidewalks adjacent to said premises free from snow and ice; and that he will maintain said premises in a clean, neat, orderly and sightly condition. Lessee further covenants and agrees that he will, at his own cost, maintain in good condition and repair any and all buildings, structures, equipment, appliances, and other personal property hereby leased to Lessee; and that he will not encumber or remove the same, or do or suffer to be done anything whereby the same or any part thereof may be seized, taken on execution, attached, destroyed or injured, or by which the right of Lessor therein or the

title thereto may in any way be altered, impaired or prejudiced; it being expressly agreed that Lessee acquires hereunder no interest in any buildings, structures, equipment, appliances, or other property now on said premises or which may hereafter be placed thereon by Lessor, except the right to use the same as in this lease provided.

- 7. Lessee shall be liable for and agrees to pay when due all license, permit, and inspection fees, occupation and license taxes, all compensation fees, rents, and charges, assessed and imposed by faunicipalities for the installation, use or maintenance of approaches or driveways serving said premises; also all water, gas, telephone, and electric light and power charges assessed or charged on or against said premises and station or Lessee's use or occupancy thereof, including all taxes levied and assessed on Lessee's property located thereon during the term hereof.
- 8. Lessee shall comply with and obey all laws, ordinances, rules, regulations and requirements of the State, City, Village, or other governmental subdivision in which said premises are located, so far as same affect Lessee's use and occupancy of said premises and the operation of said station.
- 9. Lessee, for himself, his heirs, executors, administrators and assigns, hereby releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons) and to persons (whether they be third persons, Lessee, or employees of either of the parties hereto), caused by, growing out of, or happening in connection with, Lessee's use and occupancy of said premises or any buildings, structures, equipment or appliances located or to be located thereon, or by

reason of any other casualty, whether due to negligence of Lesser of otherwise.

- 10. Lessee, for himself, his heirs, executors, administrators and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons), and to persons (whether they be third persons, Lessee or employees of either of the parties hereto), by reason of any leakage, fire or explosion of or from any such equipment or any part thereof, or of any gasoline, oils, or other petroleum products in or about or contained in the same, or by reason of any defects in the construction or installation of such equipment, or by reason of the use or operation of such equipment, or by reason of the placing, erection, falling, or dislocation of such equipment or any part thereof, or by reason of any casualty, whether due to the negligence of Lessor or otherwise.
- 11. Lessee agrees to display continuously on said premises a sign to be furnished by Lessor showing that Lessee is occupying said premises under a lease.
- 12. If Lessee shall default in the performance of any covenant centained in this lease, or if Lessee shall violate any agreements, covenants, conditions and obligations of this lease upon him imposed, or if Lessee shall become bankrupt or become insolvent in the opinion of Lessor, or shall make an assignment for the benefit of creditors, Lessor in any such event shall have the right to declare this lease terminated, and shall have the further right, without notice and without recourse to any legal proceeding, to enter upon the premises and repossess the same, including all property embraced within this lease, and Lessor shall have a first lien upon all merchandise and

other propert; of Lessee located upon the leased premises to secure the payment of rent and all charges hereunder and the full performance by Lessee of all obligations to Lessor; and Lessor shall further have all the rights and remedies provided by law for the recovery of rent and possession. It is understood that the acceptance of rent by Lessor after default or the happening of any above contingency shall not be construed as a waiver of the rights of Lessor herein specified. If Lessee is an individual and if he shall die during the term of this lease or any extension thereof, this lease shall automatically terminate.

3572 13. Upon the termination of this lease by lapse

of time or otherwise, Lessee agrees to return to Lessor the said premises and station, together with all other property embraced within this lease, and any other property of Lessor located on said premises, in their condition when received by Lessee, reasonable wear and tear incident to proper use thereof excepted. In the event Lessee shall for any reason be unable to return any of said property, he agrees to replace the same with similar property of like value, or to pay Lessor the market price therefor.

14. If there is a safe or chest included in the equipment leased hereunder, Lessee agrees to maintain said safe or chest in good and usable condition throughout the term hereof, and to bear the expense of any repairs thereon or replacement thereof; it being understood and agreed that Lessee shall assume any losses from robbery, burglary or larceny of the contents thereof, and of any property embraced within the lease.

15. Lessor reserves the right of entry of its representatives, agents, and employees for the purpose of examination and inspection of said premises and any property of Lessor located thereon.

16. Lessee shall make no alterations or changes in or

additions to any buildings, structures, or improvements on said premises without first procuring the written consent of Lessor so to do. Any work so authorized by Lessor shall be at the sole cost and expense of Lessee, and any such alterations, changes or additions so made by Lessee shall forthwith become the property of Lessor, and Lessee shall have no claim of any kind or character therefor.

- 17. This lease is personal to Lessee and shall not be assigned in whole or in part, and said premises or any part thereof shall not be sublet, nor shall any rights or privileges herein granted Lessee be sold, transferred or assigned without the written consent of Lessor first obtained.
- 18. If during the terms of this lease proceedings are instituted for the condemnation of said premises or any part thereof, or if Lessor shall dispose of said premises or any part thereof or its interest therein, either voluntarily or involuntarily, in order that the premises may be devoted wholly or partially to any public use, this lease shall, at the option of Lessor and upon written notice to Lessee, forthwith finally cease and terminate, and Lessee shall not be entitled to any damage award or purchase price, or any part of either, which may be paid on account of such condemnation or sale.
- 19. Any prior agreement under which the Lessor leased the above described premises and equipment to the Lessee is hereby terminated on and as of the day preceding the commencement of the term hereof, except as to any liability which may or shall have accrued under and by virtue of any said agreement prior to such effective cancellation date.
- 20. If the above described premises are held by Lessor under lease, and if such underlying lease shall expire in accordance with its terms or be terminated for any cause at any time prior to the expiration of the term herein pro-

vided, this lease, at the same time, shall expire and terminate without previous notice to Lessee, and Lessor shall not be liable to Lessee in damages or otherwise on account of such prior termination. This lease shall be subject to all conditions and restrictions affecting the premises, including those which may be of record or in the underlying lease, if any, and also including building, building line, and zoning restrictions. If Lessee shall abandon, desert or vacate the premises during the term of this lease, or during any extension or renewal period, for a period of more than two (2) calendar days, Lessor may terminate this lease and repossess the premises. If the operation of a service station on said premises shall be prohibited or restricted during the term hereof by statute, ordinance, order of court or other governmental authority, and not because ofany fault or neglect of Lessee, this lease shall be subject to termination at the option of either party.

21. All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are located or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified at such party's address as shown in this instrument or at any other known address of Lessee, and the date upon which such notice is so mailed shall be treated as the date of service. If there be more than one Lessee, notice to one shall constitute notice to all. In addition, any notice given by Lessor to Lessee shall be valid if served upon Lessee in person or delivered to or left upon the premises.

22. This lease shall not be binding upon Lessor until signed on its behalf by its President or Vice-President, not-withstanding the delivery of possession to or the acceptance of any rent from Lessee. All proposals negotiations, representations and agreements with reference to matters

covered by this lease are merged herein, and no amendment or modification hereof shall be binding upon Lessor unless the same shall be in writing and signed by its President or Vice-President.

Witness the hands and seals of the parties respectively attested or witnessed, the day and the year first above written.

> Sherwood Brothers Incorporated By S. Sherwood

Attest:

President.

(Signature illegible)

Secretary.

S. K. Osborn

(Seal)

Lessee.

Signed, sealed and delivered in the presence of:

W. S. Allen

As to Lessee.

3573

### Exhibit A

Inventory of buildings, improvements, appliances, and equipment embraced within the foregoing lease, and received in good order by the undersigned Lessee, from Sherwood Brothers Incorporated.

Buildings and Yard Improvements:

Pumps and Tanks: 1—1000 Gal. U. G. Tank; 7—550 Gal. U. G. Tank; 1—270 Gal. U. G. Tank; 2—#34 Tek. Comp. Pumps 712105—712112; 4—#646-B Benn. Comp. Pump 2921—2975—2922—2977;

Air Equipment: 1—Roll-On Auto Hoist 36322-C; 1—Auto Hoist 4-K-4217; 1 Champ. 3 HP Air Compressor 45907; 2—Eco Wall Towers 4348—2553;

Signs: 1-Border Type Neon Sign 4' x 8'

Furniture:

Tools:

Miscellaneous Equipment: 10—30 Gal. Space Savers; 3—160 Gal. Kero. Outfit; 2—5752 Benn. Floodlights; 2—3930 Revere Island Lights; 1—Special Lubrication Board; 1—#10 Arc Pneumatic Lubricator; 1—#525 Perfection Kero. Burner; 1—Duo Therm Oil Heater #407; 2—25# Grease Outfits; 2—100# Grease Outfits; 1—36" x 24" Flat Oak Desk; 1—#122 Oak Swivel Chair; 4—#3004 Rev. Pit Lights; 2—1½ Qt. Pyrene Fire Extinguisher 82347—82125; 1—#15 Oil Racks; 1—Pole for Sign.

Certified As Correct

Sherwood Brothers Incorporated, Lesson

By W. S. Allen

S. K. Osborn

Lessee.

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Exhibit "II"

Sherwood Brothers Incorporated

Dealer Sales Agreement

This Agreement, made and entered into this 4th day of May, 1948, by and between Sherwood Brothers Incorporated, a Maryland corporation, having its principal office at 10 Light Street, Baltimore 3, Maryland, as Seller, and S. K. Osborne of Hanover & Westminster Rds.—Reisterstown, Maryland, as Dealer.

Witnesseth, That for the considerations herein contained, Seller hereby agrees to and hereby does, sell to Dealer, and Dealer hereby agrees to, and hereby does, buy from Seller, during the period this agreement is in effect. Dealer's requirements for resale of the following petroleum products:

Betholine
Sinclair H-C Gasoline
Sinclair Pennsylvania Motor Oil
Opaline Motor Oil
Emerald Motor Oil
Laclede Motor Oil
Sinclair Lubricants and Greases
Richsol Cleaning Fluid
Sinclair Superflame Kerosene
Sinclair Specialties

And such other products marketed by Seller as the parties hereto may agree upon from time to time.

Prices: For each delivery of any of the above products Dealer shall pay Seller's official established price per gallon (or other applicable unit) for the quantity delivered to Dealer prevailing at the time and for the place of each such delivery (without any discount or deduction therefrom) as posted at Seller's bulk plant from which delivery is made. Dealer agrees that Seller shall have the right to change said price from time to time without notice to Dealer except as posted at Seller's bulk plant or as shown on Seller's invoices.

If at any time Seller may establish different prices applicable to different classes of dealers, Dealer agrees that Seller shall have the right to determine the classification (or classifications as to different products) in which Dealer belongs and the prices hereunder applicable to Dealer, and Seller's determination in that respect shall be conclusive as to Dealer.

Place of Delivery: Products purchased hereunder shall be delivered in quantities and at times established by Seller's delivery schedules to Dealer's place of business above listed and to any other points agreed upon between the parties.

Duration of Agreement: This agreement shall continue in effect for one year (beginning the 1st day of June, 1948. Unless terminated, as hereinafter provided, before or at the expiration of such original period, this agreement shall continue in full force and effect as to all its terms, provisions and conditions from year to year, subject to cancellation by either party as herein specified.

Terms: Net cash on delivery. If Seller shall extend credit to Dealer, the right to withdraw credit at any time is reserved by the Seller. Payments shall be made by Dealer in lawful money of the United States, or its equivalent, and shall be made to Seller's agent through whom delivery is made or to Seller's principal office. Checks, if accepted, shall be subject to final collection.

Additional Provisions: The additional provisions printed on the reverse side hereof constitute a part of this agreement.

In Witness Whereof, Seller and Dealer have executed this agreement.

Sherwood Brothers Incorporated By: (Illegible)

Sales Manager

(Seal)

S. K. Osborne (Seal)

Dealer

Witness to Signature of Dealer: W. S. Allen

### 3575 Additional Provisions

- 1. In addition to the prices herein provided, Dealer shall pay Seller amounts equivalent to any and all taxes, duties, charges and inspection fees, and any and all increases therein, which are now or may hereafter be imposed, directly or indirectly, by any domestic or foreign governmental authority or agency on, against, in respect of or measured by the products covered by this agreement, or any material contained in such products, or the importation, exportation, production, manufacture, sale, transportation, delivery or other handling of such products or material or any feature thereof or of this agreement. The amounts of any such taxes, duties, charges or inspection fees shall be added to the prices herein provided when Seller either pays or becomes liable for the payment of any such taxes, duties, charges or inspection fees.
- 2. In the event that Seller should at any time during the life of this agreement discontinue the marketing of any product covered hereunder in dealer's territory and market some other similar product as a replacement thereof Seller shall have the right and privilege to deliver such other product instead of the product discontinued.
- 3. This Agreement may be cancelled and terminated by either party at the expiration of the original period herein specified, or at the end of any yearly period thereafter, upon thirty (36) days' previous written notice to the other parties. Dealer agrees that Seller shall also have the right to terminate and cancel this agreement at any time upon thirty (30) days' previous written notice by Seller to Dealer.
- 4. Dealer shall not change or alter by any means whatsoever the nature, quality, or appearance of any of the products purchased and sold hereunder. Any violation of this provision by Dealer shall give Seller the right to sus-

pend immediately further deliveries hereunder of such products or to terminate this agreement. Seller shall have the right from time to time during the like of this agreement to change, alter or amend any of the trade names or brands under which products covered by this agreement are now or may hereafter be marketed. Seller agrees that the commodity sold hereunder shall be uniform in quality and at all times up to its standards.

It is mutually agreed that Seller shall not be obliged to furnish any products hereunder nor be liable for loss or damage for failure so to do or for failure or delay in making deliveries of such products when such failure or delay arises from (a) any cause beyond Seller's control; or (b) by reason of reduction in or failure of Seller's supply of each products or containers therefor at any point . from which Seller customarily makes or would make deliveries to Dealer or shipment to Dealer's destinations, or of Seller's supply at the point of manufacture, of raw or other materials from which such products are manufactured or which constitute components thereof; or (c) from discontinuance or interruption of any means or method of transportation customarily used by Seller in making deliveries to Dealer's destinations or to the vicinity thereof; or (d) from or through acts of God, strikes, lockouts, differences among or with its workmen, fires, explosions, sabotage, accidents, riots, civil commotion, acts of war, results of warfare, or war conditions in this or any foreign country; or (e) mechanical breakdowns in its manufactories, or breaks in or total or partial destruction of its supplying pipe lines; or (f) the restriction or prohibition or prevention of the importation of necessary finished or raw materials; or (g) acts of foreign or domestic Governmental authority, or requests, orders or requisitions of constituted authorities, civil or military, or the exercise of eminent domain, or any seizure or appropriation of any

of Seller's property or of the management or operation thereof, whether regarded as lawful or unlawful; or (h) any increase in Seller's cost of materials or of manufacture or of delivery, or any decrease in Seller's prices for such products, imposed by Governmental actions or orders; or (i) any other cause beyond Seller's control, not enumerated herein, whether or not such cause shall be similar to any of the specifications of excuse hereinbefore stated. Seller shall not be liable for loss or damage to the premises where deliveries are made or to Dealer's property unless such loss or damage is caused solely by Seller's negligence. Seller reserves the right to limit quantities delivered hereunder when in Seller's opinion the current or prospective supply of such product or products makes such limitation available.

- 6. This agreement cannot be assigned in whole or in part by Dealer without the consent of Seller in writing first obtained.
- The sale of any motor fuel which may contain either an "Ethyl" or any other anti-knock compound under the agreement is subject to (a) all the provisions contained in the agreements under which Seller is licensed to manuo facture and sell motor fuel containing said compounds and (b) compliance by Dealer with all such provisions, rules, regulations and orders now in existence or which may hereafter be issued by the licensor or any governmental authority having jurisdiction insofar as the same apply to motor fuel purchased by Dealer from Seller. If Dealer shall fail or refuse to comply therewith, Seller may either suspend deliveries of such motor fuel or terminate this agreement in respect to such motor fuel. It is expressly agreed that such gasoline containing an "Ethyl" or other anti-knock compound is sold for use as a motor fuel only and is not to be used or resold for cleaning purposes under any circumstances.

- 8. Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such party at such address.
- 9. Any Sales Contract or agreement covering petroleum products for resale heretofore entered into between the parties hereto is hereby cancelled and terminated on and as of the effective date hereof except as to any liability or obligations which may or shall have accrued under and by virtue of any said contract prior to such effective cancellation date.
- 10. In the event Seller shall cease to market any of the products listed herein in the territory where Dealer is located, this agreement shall cease to cover such products but shall remain in full force and effect as to other products covered.

3576

Exhibit "III"

(Letterhead of Sinclair Refining Company, Baltimore 3,

April 30, 1956

Mr. S. K. Osborn
Betholine Sinclair Service Station #40
Hanover & Westminster Pikes
Reisterstown, Maryland

Dear Sir:

The purpose of this letter is to notify you of our intention to cancel your Service Station Lease and Dealer Sales Agreement covering the service station property located Hanover & Westminster Pikes, Reisterstown, Maryland at the first expiration date, which will be May 31, 1956; thereby giving you the required notice of cancellation as outlined in the fourth paragraph of the Service Station Lease, and you are required to vacate the premises at that time.

Yours very sincerely,

H. J. Weller

Manager—Baltimore Metropolitan Area.

HJW::mam

3577 United States of America sistematica states of Maryland ss

I Wilfred W. Butschky, Clerk of the United States District Court for the District of Maryland, do hereby certify that the annexed and foregoing is a true and full copy of the original Complaint and Exhibits, which were entered and filed on the 26th day of June, 1957 in the therein entitled cas of Kriete Osborn v. Sinclair Refining Company, No. 9769 Civil Docket, in said District Court, now remaining among the records of the said Court in my office.

In testimonw Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Baltimore, Maryland this 13th day of August, A.D. 1957.

Wilfred W. Butchky,

Clerk.

By Francis A. Figiel

Deputy Clerk.

### 3578 COMMISSION EXHIBIT NO. 330.

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MARYLAND.

Kriete Osborn.

Plaintiff,

vs.

Civil Action No. 9769

Sinclair Refining Company,

Defendant.

### Answer to Complaint.

Answering the Complaint filed against it herein, Defendant alleges as follows:

- 1. The Complaint fails to state a claim against Defendant upon which relief can be granted.
- 2. Defendant admits the allegations contained in paragraphs 1, 2, 3, 4, 5, 6 and 7 of the Complaint.
- 3. (a) Answering paragraph 8 of the Complaint, Defendant alleges that for some time prior to January 1, 1956, when Sherwood Brothers, Inc. (hereinafter called "Sherwood") was merged into Defendant, Sherwood had an agreement with Goodyear Tire & Rubber Company (hereinafter called "Goodyear") whereby Goodyear paid Sherwood a commission on products sold by Goodyear to dealers selling products marketed by Sherwood. Said agreement was terminated upon the date of the said merger. Since prior to 1956 Defendant has had an agreement with Goodyear whereby Defendant purchases tires, tubes, batteries and battery cables from Goodyear and resells them to distributors. Such transactions constitute actual and not merely "purported" sales, as alleged in the Complaint. The distributors in turn sell the merchandise to dealers,

including those who handle Defendant's petroleum products. Goodyear ships the merchandise direct to the distributor. Invoices, however, are sent to and paid by Defendant, which in turn bills the distributor. With respect to so-called "car and home merchandise", including fan belts, filters, spark

plags, polishes, radios, bicyles, and many items manu-3579 factured by Goodyear and others, Goodyear sells direct to the distributor but pays Defendant a commission on such sales.

- (b) Except as hereinabove admitted, the allegations of paragraph 8 of the Complaint are denied. In particular Defendant denies that there is or ever has been any plan or intention by Defendant to compel its dealers to sell the products of Goodyear or any other company or to restrain such dealers from selling competing products as alleged in the Complaint. Defendant likewise denies that it has at any time refused to lease service stations or to sell petroleum products to persons who would not buy products sold by Goodyear. Defendant avers that, on the contrary, it has not in any way attempted to coerce its dealers, including Plaintiff, into purchasing products sold by Goodyear. In fact, Plaintiff for many years has been and still is a distributor of products manufactured by Firestone Tire & Rubber Company and sold such products as well as many other products purchased from other manufacturers and distributors, including Goodyear products, at the premises leased from Defendant. Plaintiff's choice of products to be sold and/or distributed by him was entirely voluntary.
- 4. Answering paragraph 9 of the Complaint, Defendant admits that its representatives regularly called upon Plaintiff and urged and requested him to purchase products sold by Goodyear, but denies that such solicitations were in pursuance of any plan such as is alleged in the Complaint, or that its representatives urged and requested him to refrain from purchasing competing products. Defendant

admits the remaining allegations of paragraph 9, except that it has no knowledge as to whether Plaintiff stocked only Goodyear batteries. Defendant avers that Plaintiff's decision to stock Goodyear tires and batteries was made without any concion whatever by Defendant.

denies the allegations thereof, and in particular denies the existence of the alleged plan therein referred to.

6. Answering paragraph 11 of the Complaint, Defendant denies the allegation that no representative of 3580 Defendant made any complaint to Plaintiff concern-

ing the operation of his service station. Defendant admits that the volume of gallonage being sold by Plaintiff had been increasing slightly prior to the time of cancellation but avers that it had not been increasing as much as Defendant considered reasonable, particularly in view of the fact that in 1953 and 1954 Defendant had at its own expense completely rebuilt and modernized Defendant's service station. Defendant avers that the only reason for the cancellation of the said lease was its dissatisfaction with the operation of the said station by Plaintiff resulting in a failure to realize anticipated profits on the sale of petroleum products through the station as well as an actual net rental loss to Defendant.

- 7. Answering paragraph 12 of the Complaint Defendant denies the allegations thereof except that it admits that Plaintiff's business at these premises was necessarily terminated by the cancellation of the lease which cancellation was strictly in accordance with the provision in paragraph 4 thereof that "either party may terminate this lease at the end of the original term or any successive yearly term, on Thirty (30) Days written notice given prior to the end of any such term."
- 8. Answering paragraphs 13 and 14 of the Complaint, Defendant denies the allegations thereof.

9,

Wherefore, having fully answered, Defendant demands that the Complaint be dismissed.

William D. Macmillan
David R. Owen
Semmes, Bowen & Semmes
Attorneys for Defendant
10 Light Street, Baltimore, Md.

Copy mailed to Messrs. Cable & McDaniel, attorneys for Plaintiff, July 31, 1957.

David R. Owen
William D. Macmillan
Semmes, Bowen & Semmes
Attorneys for Defendant

3581 United States of America ass District of Maryland

I, Wilfred W. Butschky, Clerk of the United States District Court for the District of Maryland, do hereby certify that the annexed and foregoing is a true and full copy of the original Answer of Defendant to Complaint, which was entered and filed on the 31st day of July 1957 in the Merein entitled case of Kriete Osborn vs. Sinclair Refining Company, No. 9769 Civil Docket in said District Court, now remaining among the records of the said Court in my office.

In testimony Whereof, I have hereunto subscribed my name and affixed the seal of the aforesaid Court at Baltimore, Maryland this 15th day of August, A.D. 1957.

Wilfred W. Butschky

Clerk.

By Francis A, Figiel

Deputy Clerk:





# COMMISSION EXHIBIT NO. 331.

P-84 (11-64

### GOOD YEAR BATTERIES

SUGGESTED RETAIL PRICES

PASSENGER CAS	-	-	 -

3.3	EFFEC	TIVE	NOV	emner	12, 1964	
	ADL			- 00	BRALL	

CROUP	TANK	. TTPE	SUGG.	ar cons	PUMBERS	T		OVERALL				
	. 6 VOLT	*****	RETAIL	WC	BC	UNITS .	INSUL	OTHER RESPONS				
1-	Double Eagle - Dry Proof	T117	\$39.05	T1234i	¥12000 °	4	DG.	1				
11	DeLuze All Weather	A315	20.95	A11636	Austr		2	1				
1	All Weather	G115	15.75	G11315	Guas	24		9 = 7 m = 0H				
4-1	Special	X41	11.95	X11042	X11004	15		1				
	Double Eagle - Dry Proof	T2i9	32,05	Y23463	Y22120	- 44	DG .	9				
	DeLuze All Weather	A217	26.85	A23023	A21905	34	1					
-	All Weather	G215 ?	1530	G21315	G21255	24		30A = 7% = 0}				
	Special .	'X43	11.05	X21042	E21004	15	-	15				
	Double Eagle - Dry Proof	Y219L .	29.95	\$2L2241	Y2L2100	44 .	DG	-				
21.	DeLuze All Weather	A217L	23,95	A2L1818	A2L1713	25	2					
	All Weather	G215L	15.05	G2L1315	G2L1255	24		. 10A = 7A = 7				
	Special	X42L	11.95	X2L1042	X2L1004	15						
2F	All Weather	G215RP	15.95	G2F1315	G2P1735		7	- 6				
	Del ure All Weather	A217E .	27.95	A7E2122	A2E1990	24	P	10% = 7 % = 8				
2E	All Weather -	G215E	15.05	G2E1315	G2E1263 ·	36						
	Special	I4E	11.96	X2E1042		24	P	1936 x,436 x 0]				
	DeLuze Ali Weather	A219W	25.65	A2N1947	X2X1004	15	A.					
2N	DeLuze All Weather	A217W	19.93		A2N1834	. 36	P	10 x 5% x 0}				
	All Weather	G215N		A2W1515	A2H1427	24	P					
3N	DoLuze All Weather	A321N	15.95	G2N1315	G2N1255	24	P					
		-	. 27.93	A3N2122	A3N1999	36		31% x 5% x 0}				
275	DeLuxe All Weather		_		. /			1. 5.				
413	DeLuxe All Weather	A1207	32.63	A2752478	A2782334	26-		11% エ7☆ エ83				
3EE	All Weather	A1200 .	29.05	A3EE2275	A3EE2142	36						
-		. G1209	19.95	G3EE1734	G3EE1646	34		19 ft x 411 x 01				
	Double Eagle - Dry Proof	¥1209EM	. 34.35	Y50E2003	Y60E2714	4	DG					
60K	DeLuze All Weather	A1200EM	29.95	- A60E2275	A60K2142	36		13 th = 614 = 84				
Year	All Weather	G1200EM	.19 95	G40E1734	G66K1646	24	. ?	de s				
1	Donbie Eagle - Dry Proof	¥1209CP	34.85	Y2482607	Y24B2453	. 48 "	DG .	· O-				
245	DeLuze All Weather	A1200CP	29,95	A2482275	A2482142	-36		10% x 6% x 8%				
0.0	All Weather	G1200CP	19.95	G2481734	G2481045	24	14 10					
285	DeLuze All Weather	A1213	38.75	A2582941	A3882771	.36	Pare	1296 = 9+ = 94				
	DeLuze All Weather	A1213NI	35.70	A2882700.	A2882353	36						
28N	Double Eagle - Dry Proof	Y1211FM	98.05	Y20H2757	Y28 N 2504	.42	DG	111 x 61 x 9 m				
2014	DeLuze All Weather	41211FM	29.95 1	A20 N 2275	A20W2142	36	P	12% x 5% x 0%				
32N	Double Eagle - Dry Proof	Y1213LC	41.75	¥32W3123	Y32372000	44	DG					
COL	DeLuze All Weather	A1213LQ	35.05	432N2729	A32W2571	36	20	14% x 5% x 0}				

Add DC to type symbol when dry charged constr. is wanted

De higher voltige Diesel Ragine types, use two or more butteries one.

Properties assemblies or terminate are wanted make selections from charriant for the properties of the

Prison intinde Fodorni Entire Tax and necessary demostic politing. Statistics fax, if any, is to be added. All prices are subject to change written. All shipments well be billed at Agrees to effect on date of chipments.

Baginaing or fully charged specify gravities on wet charged Goodynai Enterious are 1.770 or 1.300 and are above on strap or voit ors. In senting hatterion for state of charge, randings should be proportioned to those lower beginning ap. gr. above on top of betterion if hydrometer is used. See Chart in Dualer Guide 5-790.

# QUARANTEE AND ADJUSTMENT POLICY

Any Occupant Natury which is is to give antisinctory service became of defective, mesonial of workmanch: within it period of 90 days from date of sale to the original most will be either repaired or replaced at our option any service states handling Goodyner Batteries without sharps to the meet, except japangerinties.

After emphasizes of the 6th days, say bettery which falls in normal service beaman of defective a checking with a manual will be adjusted to the original mer with a new backery at a yer rate frier the adjusted to the original service (whichever occurs first) so indicated in the Adjustment Unit schless everal Goodynar price sheet. Hermal passenger say serve is considered determined, the will be adjusted to the Adjustment Unit schless determined (the military freeze) and the server of the considered determined. On the server of th

Adjustment units there for Passenger Car Burieries apply to access passenger car service. When Passenger Car Butteries are used to commercial corries on defined places or in temper Car Butteries are used to commercial will be used of the commercial to the service of the commercial correction. skill activated.

Dry Changed Batteries must be date coded by dealers at time of rotationals for edjustment canaliseration by Condynar. Goodpear Dry Changed Batteries submitted for adjustment and it may been activated with electrolyte of approved grade and specific gravitly falling to LMS 2.6. and in accordance with

is any additions (other than approved distilled owner or belley gradamphoris acid) are made to the electrolyte of a Goodyng belley, the above gradantee and adjustment policy will be arbitated.

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THE GOODYEAR TIRE & RUBBER COMPANY, INC., Akres 16, Ohio

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FARM TRACTOR TYPES

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SIZE	SME		- TYPE	SUGG.	Mr copi		RS	ADL		0	DIMPNSIONS		
-	12 VOL			te	M.Co.		ic .	ST'RU.	INSUL	DE	STEEL ST	OPS	
1	1 Heavy Duty - Dry		FTY 1-85		PTY 1896	FTY	1784	24	DG	836 x 7 x 856		254	
	1 Standard	-	FT 1-65	16.90	FT 1469	FT	395	18	P		7% =		
HEAVY DUTY		1	SUGG.	20 CODE N	UNBERS	ADJ.	UNITS	7	Cap. Rating		TERM		
COMM	ERCIAL '		PRICE	#C	DC	Miles	Months	INSUL	CO Hr.	2	1 2 2 3 1	385	
1	H. D. Commercial	C115	28.35	C12152	C12027	24.		-	Rate)	-	_	-	
2	H. D. Commercial	C217	31.80	C22413	CU2274		24	· DG	115	958	1 6it :	Bil :	
3	H. D. Commercial	C321	35 95	C32729		24	24	DG	130	101	x 641	2 2 18	
4(1T)	A. D. Commercial				C32571	27	24	DG	146	-1146	2 7 ts	2.0.5	
	M. D. Commercial	C423	39 95	C43033	C43857 1	27	24	DG	162		- 9.1		

. HEAVY DUTY COMMERCIAL

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SIZE		PRICE	WC	DC .	Miles	Mathe	Veits	Insul.	Hrs.	HIL.	Amps.	Min.	-	-	OMS	-
7T	GesiT	79.20	G7T6011	G7T3663	46	16	+-	-		Rate		at 0 7	-	-	-	_
10	T12135'T	66.50	T1B5048	T1B4755	. 40	10	0	DG	240	178	270	8.2	2214	735	911	-
1B	G1213T	76.10	G1B5776	G1B5442	48	16	12	DG	100	77	.110	1,0	1718	73/6	95%	Mar.
4B '	T1217] .	97.50	T4B7401	T4B6972	48	16 -	122	20	100	74	110	2.0	2016	73%	981	
5D(2T)	D621	49.50	D5D3758	D5D3540	1.0	10	12	DG	160	117	176	3.5	2012	1011	9:0	
SD(21)	G621D	49.50	G5D3758	G5D3540	30	15	6	DG	170	130	204	7.5	131/2	718	913	-
7D(3T)	D625	35.95	D7D4247	D7D4001	1	-	-	-	172	131	204	3.5	131/2	782	10%	
10(31)	G625D	55.95	G7D4247	G7D4001	30	15	6	DG	200	155	250	9.6	1614	712	918	
4D(2B)	D1219H	89.90	D4D6823	D4D6428		-	-	-	-	157	250	10.5	16:4	782	10/1	
4D(2D)	G1219D	89.90	G4D6823	G4D6428 .	30	15	12	DG	153	117	190	<b>5</b> :	20%	814:	914	
6D(3B)	D1221H	94.50	D6D7173	D6D6757		-	-	-	135	118	190	6.3	2049	814	104	
OD(3B)	G1221D	94.50	G6D7173	G6D6757	30	15	12	DG	168	130	210 .	7.5	20%	sie.	Dià	-
8D(4B)	D1225H	105.00	D&D7970	D8D7508		-	-		172	131	210	2.5	203 %	914	10%	
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MARINE TYPES

These types are assembled in 4-cell , obber cases. Four units are required for if wells, it units for 110 soit of satisfactors. For higher amorper expectites use revice the number of antience connected in parallel. In oddition to the aspecial Marine types shown, pany Automotive appearance of the process of the parallel of the process of the parallel of the paralle

(Wet Charged Only)	RETAIL PRICES Complete 32-Volt Set (Foor 8-Volt Units)	WC Code No.	Service Warranty Months	Number Places Per Cell	had.	Rrs. 20 Hr. Rate	Amp. Hrs.	Amp. Hrs.	4-Cell Hard Rubber Case Size	Gross Weight Packed
M G J 15	\$151.40	MG11492	16	15	DG	-		Rate	T A	in Lbs.
MA815	159.65	MA12877	16	- 40		109	115	91	13 16 7 910	280
MA821	269.35	MA20443			DG	100	126	90	13 -7 954	272
MA815HD	282 90	MA21472	16	21	DG	136	179	128	1914 714 1034	-414
MG831 HD			16	15	DG	140	168	. 120	1914 714 1044	509
* Factory shinmen	477.55	△ MG36356	16	31	DG	240	259.	206	2674 844 10-4	636

GOODYEAR BATTERY REPLACEMENT CHART - PASSENGED CARE

whicles, for E. D. Best 2-1900. To replacement data for Trucks. Busses. Tractors, Farm Tractors and Ott-his-Band
Tals list show: Goodynar Batteries to fit all recent makes assembly data and for type significant chapter of the considered on original equipment besis only.

No recombinedations are shown: Delawe dili-Washer types of standard capacity on or grant or granter that the original equipment besis only.

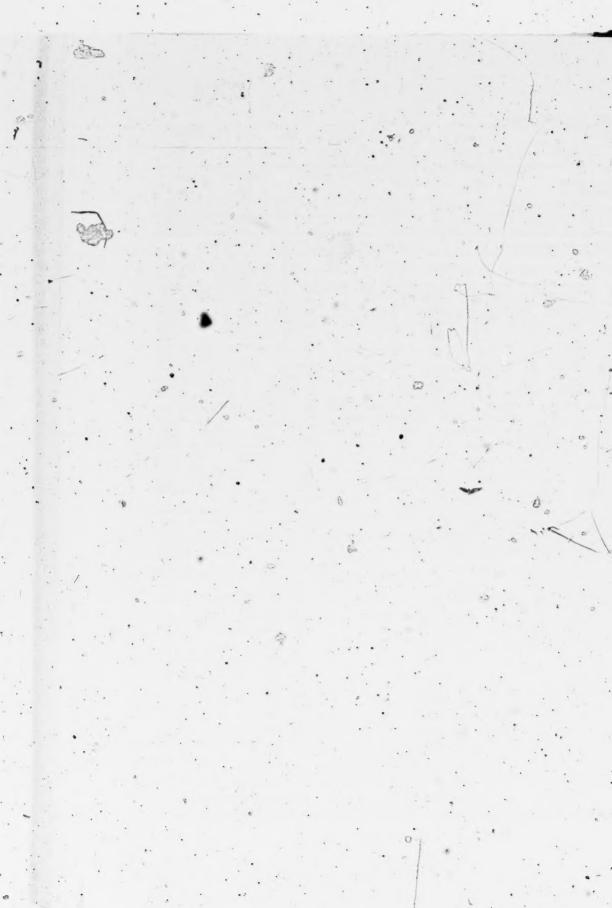
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447	Make and Model	Group No. (Cradie Size)	Year	Make and Madel	Group He. (Cradie Size)	Year	Mate and Medel	Green No. (Crade
-2	AIL	1 28 6	inia.m	FORD	1		TASH	Sige)
1			1940-44	All		1931-49	All 6 Cyl	1
	80, 70 All	- IEE	1947-53	All.		1938-55	All I CýL	3
*	All	- WE		i Cyl.		1954	All contractions and the second	200
	CADILLAC		1954	All	- 37	1918-46	OLDSMOBILE	-
11	V-8 Series, 10-30, 78, 75	-1 3	1946-51	PRAZER	1	1949-50	4 C91	2.8
17				All PARRY I		1951	DISE, SEE, 98	2_
12	60, 604, §1, 62, 63, 65, 67.		1951-54	All	. 1	1934-56	All.	JEE
14	60s, 62, 75	JEE .	1934-47	HUDSON		1915-40	PACKAGO	
	CHEVROLET	1	19-79-47	All 6 Cyl.	3.r	1937-42	8-120 Series, 8-1700 Series	3
E 1	All		1948-49			1937-38	8 (1500-2) 12 (1904-8)	1
	AU	245	1974	Total	11	1941-42	12 Cyl., 1704, 1707, 1704, Cua. 12 Cyl	4.
. 1	CHRYSLER	1	1955			1941-49	Clipper & Clipper &	1.
5.	Royal & Imperial 8. All Except Cr. Imp.		1956	All		1951-51	200, 100	3 1
5						1955-56		2L 29
	C-300 C-71	- 2	1944-55	Ali				AUK.
-1"	All Others	24.5		LIBCOLE		1925-55	PLYMOUTH .	*
1	CONTINENTAL .		1931-38	All	- 3	1954	POPTIAC	34.8
	All	- 33 W	1952-55	All		1915-37	All 4	
	CPOSLEY	1 2	1936	All	27	1935-37		2
	DP come	. 4	1934-M	LINCOLH-ZEPHTE		1933-36		3.8
	DE-SOTO		1949-42	All	- 11		DAWNIER	-
9.1	All		1	MERCERY		1955	All -	.1
1	DODGE		1939	All .	* 1		STUDENAKER	348
	DR-4. Radio Equipped DS-4.		1947-51	All -		1937-38	AU	3
	All Except Above		1954-55	Alt		1996-55	All	1 .
1.5 /	CyL All	1 2 1	1	All		-	WILLYS-OVERLAND	240
11	An Land	. 23	1954-54	MITROPOLITAN	-	1931-47 i	All	1
- 1	oreign 12V. cars take A1209CP. At	1 , 00 6		All	275	7948-E	CTIA (Parassis In) man	1

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13.2



# GOODYEAR BATTERIES

352 DEALER PRICES FOR WET CHARGED OR DRY CHARGED

GROUP NO.	* VOLT	SUGGESTED RETAIL DC 4 WC	WC WC	ALE IN		App
14	A115 .	929.85 30.85	\$20.37 14.69	\$10.17 13.97		- 41
. '	G116 X41	15.05	11.05	11.41	-	. 40
2	7310 :	32.65	8.41	1.34		
-	A317	20.05	22.41 18.29	21.00		81
	G315 X43	. 18.85	11.95	17.32		434
.(2L	Y218L	11.95	9.93	1.56		,31
1/	-A2171	29.55	20.37	18.17		41
/	GIST	15.93	11.05	11.41	0.	48.1
2F	G215WF	. 11.95	9.92	9.54		
2E	A217E .	18.95	11.95	11.41 *		47.3
	GIISE	15.95	19.29	11.41		47
	X44E	* 11.85	9.51	9.54	1	. 34
2N	A219N	25.65	17.70	18.97		. 37
	G219W	19.95	13.77	- 13.41	1	31.3
3N	A321N	27.95	19.29	18.17		40.5
	12 VOLT		10.01	10:11		-
275	-A1207	32,85	22.53	.31.32		
3EE	A1209 G1200	24.85	20.66	13.47		52
60K	Y1209KM	19.95	15.78	14.96		. 07
-	A1208KM	29.95	20.88	19.47		
	G1209EM	19.95	15.76	14.96		47.4
245	Y1206CP A1209CP	34.83	-23.70	22.30		43
,	G1309CP	29.95	20.63	19.47		41
285	A1213	28.75	15.76	25.19		. 30
	A1213MT	35.70	24,63	23.21	- 1	61
28N	YIZIIFM AIZIIFM	36.85	15.08	23.50		. 44
32N	Y1213LC:	29.95	. 20.65	18.47		
	Alalate	35.55	29.39	38.72 23.37		80
ARM TH	LACTOR TYPES				-	
1	FTY 1-85	25.35	17.34	16.22		
	FT 145	18.90	13.35	12.00		39
EAVY I	OUTY COMMERCIAL					
	Cits	28.35	19.54	18.43	253	- 43
2	C217	31.00	21.94	30.67	0	. 50
3	C221	31.95	34.81	23.37		34
	C423	29.55	27.57	25.97		82
	DUTY COMMERCIAL		**		•	
71	G4317 .	79.20	54.63	31.48	12 1	122
18	TIZIST	88.50 78.10	45.00	43.33		113
4B	712171	87.50	32.51	49.47		1112
5D (2T)	D621	43.50	67.28	\$2.38 22.18		. 185
	GATID	49.50	34.16	32.18		78
7D (3T)	D625	25.85	38.61	36.37		95
4D (2B).	DI218H	55.95 99.90	38.81	36.37		93
4D (4B),	GIZISD	99.90	\$2.03 \$2.03	53.44		. 133
6D (3B)	D1221H	_ PLSO	63.21	81.43		140
-	GIZZID	94.50	65.21	61.43		158
8D (4B)	D1225H G1225D	105.00	72.43	68.25		195
MARRI	E TYPES	105.00	72.45	61.35		179
MARIN	12-Valt Set					¥ 4
1015	32-Velt Set	169.05	\$104.47 117.06	. 11		.280
A821	32-Volt Set	309.35	. 105.05	. /		272 ,414
ARISHD	22-Valt det	222.90				

THE GOODYEAR TIME & RUBBER COMPANY, INC.

35 SAURON IS. OHI

0



# FOREIGN CAR REPLACEMENT CHART

Make	Model	Battery Group
Alvis	2 Litre	
· Q		· 27S
	3 Litre	28S
Austin	Sheerline	Group 1 (2)
	A30, A40, Sports	27S
Bentley	All	
Bristol	400, 401	285
Citroen	English 15C9	275
Fiat		275
,	All	245
Ford	Consul, Zephyr	285
,	Anglia, Prefect	Group 1
Hillman	1010 10 10	_
A SA		27S
	1950 Minx	24S
Humber	Howk, Pullman	275
Jaguar	All	28S
Jowett-Javelin	All	27S
Morris		
Moms	Oxford, 6-cyl.	275
	Minor	24S
M-G	All	27S
Renault	- All	Group 1
Riley	All	28S
Rolls Royce	2½ Litre	285
Rover	All	278
Singer	SMJ500	27S
Sunbeam Talbot	All	278
Triumph	Renown	27S
pii	Mayflower	24S
		445
/auxhall	Velox 18 PH	27S
	1952—Velox and Wyvern	24S
Volkswagon	· All	Group 1



B-166 (10-81)

# GOODYEAR CATTERY POLICY AND SALES PROGRAM

Effective October 31, 1951

For Use of Goodyear Organization Only

# GOODYEAR BATTERY PRICE STRUCTURE AND DEALER CLASSIFICATION

(Applies to the Goodyear Branded Line of Botteries Only - Sess Not Apply to Resolute Setteries)

#### CONSUMER PRICES

Goodyear prints a list entitled "Surgested Consumer Prices," B-304. On this price list, in addition to Suggested Consumer Prices, there is an additional columnor Suggested Consumer Exchange Prices." This reflects values of traded-in batteries, and the use of these prices used to meet current and competitive merchandising practices. In addition to prices, this list carries of implete specification data and passenger car replacement chart. Because this price list is the only one with complete data, it should be furnished in all cases with various dealer price lists.

#### PICK-UP DEALER

This dealer who does not carry an inventory and whose service facilities consist chiefly of installing a battery in a customer's car after he has secured it from some nearby battery stocking point, is classed as a pick-up dealer. Goodyear recommends that such a dealer be sold at B-304 list less 20%.

#### CONTRACT DEALER

This is a retail dealer who carries a stock of batteries, furnishes service to his customers, and in most instances has recharging facilities. The Contract Dealer sells to the Pick-Up Dealer, the Commercial Fleet Operator and to consumers. He buys at "Contract Dealer Prices," List B-307.

#### DISTRIBUTOR

This type of dealer, in most instances, does a retail business, some wholesale business, carries a fair stock of batteries, has adequate service facilities to care for the requirements of his trade, and is usually located in a metropolitan area or a county seat town. This type of dealer is sold at "Goodyear Distributor Prices," List B-310.

# SERVICE DISTRIBUTOR—PREFERRED DISTRIBUTOR WHOLESALER—ZONE WHOLESALER

These entegories are large merchandisers and distributors of storage batteries—both retail, commercial and wholesale.

This type of dealer carries an adequate stock of storage batteries at all times, takes most deliveries in quantity lots on a direct factory basis, solicits the dealer trade in a metropolitan area or in an area where he normally distributes merchandise.

They also serve Fleet Accounts and sell National Accounts, and under a plan arranged and recommended by Goodyear, the Service Distributor has a substantial investment in stock, equipment and sales solicitation. They are compensated for all services rendered by enjoying Goodyear's Prices as established in accordance with their annual volume.

These distributor's buying prices permit them to sell to the Distributor, the Contract Dealer, the Pick-Up Dealer, Commercial Fleet Operator and to consumers.

## . CONTRACTS

New Goodyear Battery dealers should be signed on contract G-110. The G-110 Goodyear Service Station Agreement provides identification of battery dealer category for billing and mailing. If dealer is already signed on a G-110, form B-215 should be filled out when Goodyear Batteries are added to his line or when his category is changed. B-61 associate dealer contracts should be executed for all associate battery dealers who should be on Akron battery mailing list.

#### QUALIFICATIONS FOR ABOVE DESCRIBED DEALER CATEGORIES

Annual purchase requirements for the establishment of above described categories are listed below. The meeting of these qualifications must be on a basis of (a) dealer's actual purchase volume from us, (b) if new dealer, actual annual purchases from previous supplier, or (c) or'a careful analysis of probable unit sales. Qualifications of all dealers will be reviewed semi-annually and revisions made in dealer category and price qualification in accordance with his battery purchase volume. Increases in qualified prices are not retroactive to the first of the calendar year affected.

Classification	List	Qualifications
Consumer	B-304	7.8
Commercial Fleet (local) Commercial Fleet	B-304 less 20%	5 - 25 Trucks
(Large or National Acct.)	B-307 or B-310	25 Trucks or More
Pick-Up Dealer		Bona Fide Automotive Dealer
Contract Dealer	B-397	Battery Stock-Recharging Equipment \$ 250- 750
Distributor	B-310	Battery Stock-Recharging Equipment 750- 1500
Service Distributor	B-312	Battery Stock-Comm. & Whise, Business 1500-3000
Preferred Distributor	B-308	Battery Stock-Comm. & Whise. Business 3000-6000
Wholesaler .	B-311	Eattery Stock-Commit & Whise, Business 6000-12000
Zone Wholesaler	B-309	Battery Stock-Comm. & Whise. Business 12000-up

... i

3308

## DIRECT FACTORY SHIPPING ALLOWANCES ON GOODYEAR BATTERIES

(Does not apply to Resolute Scheries but Resolute may be included to make up the quantities).

Goodyear effects a saving in warehousing costs and freight when shipments are made direct to the dealer from the factory and this saving is passed on to the dealer whenever the dealer whiles to take advantage of it and is willing to anticipate his needs and places a direct factory shipment order with the understanding that it will take longer time for delivery than shipment from the district warehouse. There is no minimum factory shipment on HD Truck and Bus, Diesel or Marine Eatteries. When these types are included with a direct factory shipment of passenger batteries, one 12-volt HD Truck and Bus or Diesel type battery will be considered as two battery units.

#### DIRECT FACTORY SHIPPING ALLOWANCE

Quantity	1		0	. E	etra Alle	Wance
10 Batteries 25 Batteries			*		25	
50 Batteries			,		_ 1%	
100 Batteries 500 Batteries		oad)			- 5%	

Crating allowance of \$2.50 per battery will be allowed on HD Truck and Bus or Diesel type batteries when shipment is made within a factory city or when made in truck load lots in which shipments the batteries can be shipped uncrated.

## RESOLUTE BATTERY POLICY AND SALES PROGRAM

The Resolute Battery is offered in six types of five sizes with suggested consumer and exchange prices designed to meet man-order, chain and other low price competition. Price lists are B-328, B-319, B-320 and B-322. Dealer prices will apply to the corresponding Goodyear Battery dealer categories. B-322 prices apply to Preferred Distributors, Wholesalers and Zone Wholesalers in addition to Service Distributors.

This "price" line will be welcomed by many dealers and stores which have felt the need of lower selling prices on a quality product. In most cases, the Resolute Battery will and should be used as a "leader" or for "plus" sales when a "price" buyer is sold.

Resolute Batteries are not identified as a Goodyear product. They are good quality batteries. They are available for order of ten units with shipments from factory only, freight paid. Resolute Batteries may be combined with Goodyear Batteries in making up direct factory orders but direct factory allowance will not apply to Resolute Batteries.

Resolute Batteries are not subject to the shipping allowances offered Goodyear dealers on Goodyear Batteries, but are to be combined with Goodyear Batteries in defermining Goodyear Battery dealer category (Contract Dealer, Distributor, Service Distributor, etc.).

An extra 5% will be allowed on Resolute Batteries for minimum shipment from factory of 50 units of Resolute Batteries only.

#### PRICE PROTECTION

In the event of a concurrent price reduction on both suggested consumer and dealer prices, dealers will be rebated the difference between their new buying price and that at which they were billed on all Goodyear and Resolute Batteries purchased during the thirty-day period preceding such reduction. This does not apply to Goodyear Battery Cables.

#### TERMS

Regular 2% discount for payment on or before the 10th Prox is offered on Goodyear and Resolute Batteries, Goodyear Battery Cables and on all Goodyear battery tools and equipment. Where desired and applicable and upon approval of District Credit Manager, dealer may have special payment terms as follows:

10 Goodyeas or Resolute Batteries or mixed Goodyear and Resolute—2% on 1/3 of amount for payment 1st 10th Prox, 2% on 1/3 of amount for payment on the 10th of the second month and 2% on final 1/3 for payment on the 10th of the third month.

Fast Chargers or other major battery equipment items selling at \$100,00 or more may be purchased on deferred payment telms over several months as approved and set up by District Credit Manager.

#### GENERAL PRICE POLICIES .

As stipulated on the B-304 price list, all prices as shown on price lists above described are for lead acid, wet charge, storage batteries and prepayment of freight for 200 lb, shipments from either factory or district is in accordance with current policy in that regard. If such shipments originate at district warehouse points, tires or other merchandise stocked at districts may be included with batteries for such freight allowances. Prices include federal excise tax and necessary domestic packing.

State sales taxes, if any are to be added to prices as listed. All prices are subject to change without notice. All shipments will be billed at prices in effect at date of shipment. Whenever quotations are to be made to state or federal government accounts, send requests for bid to Government Sales Department, Akron.

#### ADJUSTMENT ALLOWANCE

(Applies to Goodyear and Resolute Batteries)

Guarantee and adjustment policy is detailed on B-304 and B-318 lists and adjustment units are given for each bettery.

(A) Contract Dealers—All claims for adjustment consideration will be handled by the Contract Dealer with the customers, computing the adjustment price based on Suggested Consumer price in accordance with the terms and adjustment units as covered in the Goodyear Battery Warranty detailed on price list B-304.

Adjusted batteries are referred by the dealer to the District Service Representative or replacement consideration with freight paid by dealer. Price charged to dealer is computed price less 10%.

(B) Other Dealers — A 1% adjustment allowance is effered to all direct dealers other than Contract Dealers to compensate them for bandling their own adjustments other than 90-day free replacements. The 1% allowance is applied on billing price after deduction of extra discounts or shipping allowances.



Ninety-day replacements are handled by dealers referred to under B who will refer all claims for replacement consideration to the District Septice Representative, freight prepaid. When such ninety-day replacements are approved, replacement will be made by doodyear on a no-charge basis.

When a dealer (B) elects to forest the 1% adjustment allowance and have Goodyear District adjust each battery as submitted, freight paid, the adjustment allowance and have Goodyear District adjust each battery as submitted, freight paid, the adjustment allowance and have Goodyear District adjust each pattern as submitted, freight paid, the adjustment allowance and have Goodyear District adjust each pattern as submitted, freight paid, the adjustment at the District. Batteries shipped to Zone Wholesalers are code dated two months ahead of actual shipping date which gives them six months shelf life.

## GOODYEAR BATTERY CABLES

Battery cables are to batteries what tubes are to three and should always be considered a natural part of a battery dealer's purchases. Cable prices are established in accordance with the dealer's battery classification. The Contract Dealer is sold at Contract Dealer cable prices which, with Suggested Consumer Prices, are printed on reverse side of battery list B-307. Battery Distributors are sold at net Distributor prices which are listed on reverse side of battery price list B-310. Cable lists for all other battery categories are printed on reverse side

Goodyear Battery Cables are stocked at Car and Home Field Warehouses and all shipments will be freight pre-paid regardless of weight. As cable factories are not at the same points as battery factories; there is no direct factory shipping allowance available on cables.

Ignition and spark plug cables and wire, toge her with accessories for this merchandise and other battery accessories, shown on pages 8, 2, 10 and 11 of God dyear Cable Catalog, are not stocked in field warehouses as all battery cables are, and all orders for this merchandise will be filled only by direct factory shipment or from Massillon warehouse and all such shipments will be prepaid.

#### BATTERY DATING RINGS

To enable Dealers. Stores and Distributors to identify date of sale to the customer, Dating Rings are made available. It is recommended that they be used to stamp date code on connector of each battery sold whether to a consumer or to dealer. This procedure is also to be followed by District Warehouses and stores as well as by all classes of Dealers.

Goodyear has two types of Dating Rings, one for Company District. Warehouses and Stores use, called the Goodyear Universal Code Dating Ring, and the Dealer Battery Dating Ring for use of Dealers on either retail or wholesale sales. Batteries shipped to dealers and stores from factories are code dated with the Universal Code Dating Ring.

## BATTERY EQUIPMENT POLICY

All Battery Service and Sales Equipment and Tools are noted on a net basis to all classifications of dealers at the prices established on the Battery Equipment Price List 8-262, with quantity allowances to any classification of dealer as shown, subject to 2% cash discount only. To help our plan for loaning PowR SavRs to Associate Dealers, we give a 20% discount to Zone Wholesalers on all PowR SavRs applied to either the single lot price or the quantity price.

Quantity purchase discount applies to all purchases made within the calendar year. If 12 items are ordered at any one time, quantity lot price will be allowed on the invoice. If such items are bought one at a time or in groups throughout the year, the dealer may obtain rebate at the end of the year on all such purchases to reduce the net price to the lowest quantity price earned when dealer makes such claim.

No record of such purchases will be maintained in the district. It will be the dealer's responsibility to submit his claim for such rebates at the end of the year substantiating his claim with invoice numbers covering.

Pages 50A and 50D in section VIII of Field Representative's manual cover policy on repairs and claims on battery equipment.

#### **BATTERY PARTS**

Battery parts for use on batteries from different sources of manufacture are not interchangeable and this must be kept in mind when ordering. Battery type and part number must be specified on order. Districts should order parts on G-905 and send to nearest manufacturing point of battery or batteries to be repaired. There is a suggested Retail Price on Battery parts (B-376). The price to all dealers is List less 35%. All parts sold f.o.b. factory. Items cannot be included with other merchandise to make prepaid shipment. Stocks of battery parts are not to be carried by District or Field Warehouses.

#### DEALER BINDERS

When a new Battery Dealer is signed, it will be the responsibility of the District Management to see that he is provided with such price lists, selection charts, manuals, etc. as are currently available. To facilitate this, we have selected the contents of a Dealer Binder, S-7935, which will be made up and sent from the Sales Promotion Department at Akron upon receipt of G-1133 order from the District specifying: "one Battery Dealer Binder, S-7935, no charge." Contract Dealer price lists only are included in this package and therefore price lists to Battery and Cable Distributors and other categories are to be furnished from District.

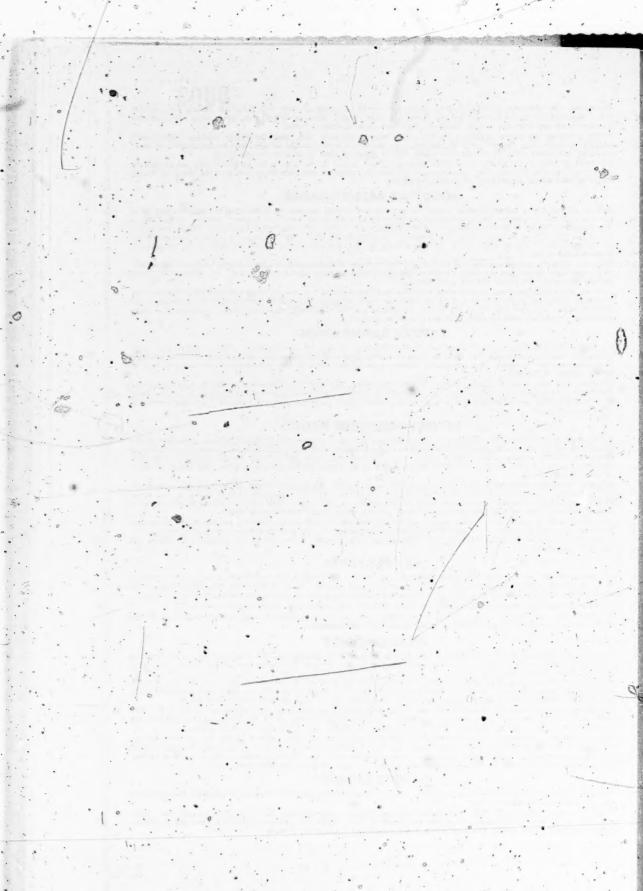
At time of price change Akron will notify all contracted battery dealers and distributors of record. Dealer Price Book Subscribers among them will be sent the quantities subscribed for. Price lists required beyond this by stores, dealers or distributors are to be furnished by district or ordered separately from Akron.

Any special requirements of binders or other printed material can be ordered from Akron for direct shipment. to store or Dealer. Price cards or display cards for PowR SavRs at the time of price or other changes will be sent to all owners of PowR SavRs including stores. Special needs for display cards or price cards and Double-Eagle Demonstrators will be filled on District order for shipment direct to Dealer or store.

#### **BATTERY RETURNS**

Because of the perishable nature of batteries, there is established a program limiting Goodyear's responsibility on the return of batteries.

Except in exceptichal credit situations, (and then only on per onal approval of District Manager, and when batteries under consideration have not been in dealer's hands more than 60 days) batteries are not to be accepted for return for credit. See Wholesale Field Operating. 'anual for details.



## SCRAP BATTERIES

It is desirable that all scrap batteries be promptly turned into least refining channels. Wherever possible, scrap batteries should be taken in on all sales and sold to approved reputable firms which gastantee such chandling.

#### NATIONAL ACCOUNTS

Goodyear Batteries are on the approved list of many National Accounts. Dealers and stores should be encouraged to solicit local branches of these firms for battery and cable branches.

## BATTERY INVENTORY MAINTENANCE

Eatteries are perishable merchandise. The Goodyear organization must assume the responsibility of "Protecting" Qur Good Name" by strictly following prescribed procedures for battery care and maintenance in district ware-houses and stores and by showing all Goodyear Battery Dealers the importance of keeping all stock batteries fully charged at all times. Oldest batteries in stock should always be sold first. Failure to follow these rules will cause trouble when the batteries are sold with resulting unfair adjustment claims.

## FACTORY CONTACT CAMPAIGNS

To assist Field Representatives in signing up direct on associate battery dealers, we offer letter series campaigns which will be mailed to prospects when lists are sent to Sales Promotion Department, Akroh, by District Office. List of associate dealer prospects should show name of supplying dealer or store. Associate Dealer Campaigns are offered to supplying dealers on charge.

Identify these mail campaigns as follows:

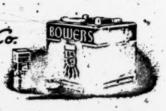
No. 6-Direct Battery Dealer No. 18-Associate Battery Dealer



# COMMISSION EXHIBIT NO. 334.

# BOWERS Battery and Spark Plug Co.

READING, PENNA



Conversation -- Mr. Micholas J. Covoruhk - Baltimore Battery Company -- Mr. Jones, District Manager - Goodyear Tire & Rubber Company - Mt. Royal & Oliver Sts.

Time 10:25 A.K. Wednesday, April 4th.

Mr. Govorunk asked Kr. Jones why he could not sell Betholine Sin lair Stations Goodyerr Batteries. Mr. Allen, Goodyear Service Manager, agreed at the time Kr. Govorunk was granted distributorship that he could not sell to the Betholine Sinclair Stations.

Mr. J nes replied that Brooks Huff was their largest distributor in the T. 3. A. line and they have to protect their established distributors and must confine additional outlets.

Consenter of Toolers !

EXPORT DIVISION

DECKEY 12. 646 EXERT NO. 334

ACL has gard Official Reporter

166



GOODYEAR BATTERIES

REBUILT

PEabody 6336 or PLaza 3844

# BALTIMORE BATTERY CO.

Complete Sales and Service

126 S. MADEIRA ST.

BALTIMORE 31, MD.

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DISTRIBUTORS:

REBUILT

PEabody 6336 or PLaza 3844

# BALTIMORE BATTERY CO.

Complete Sales and Service

126 S. MADEIRA ST.

BALTIMORE 31, MD.

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DISTRIBUTORS: GOODYEAR BATTERIES"

REBUILT BATTERIES

PEabody 6336 or PLaza 3844

# BALTIMORE BATTERY CO.

Complete Sales and Service

126 S. MADEIRA ST. BALTIMORE 31, MD.

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# COMMISSION EXHIBIT NO. 338

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PURCHASES AFTER 24TH OF MONTH WILL APPEAR ON NEXT STATEMENT. GOODYEAR SEED 3



COMMISSION EXHIBIT NO. 340.

Manufacture of come

J. B. NeMester #208 Tork Eccd & Vignord Ave Beltimore 12, Maryland

Pour Stre

The purpose of this latter is to notify you of our intention to exceed your Service Station lease, as security, and Desirr Sales Agreement, severing the service station property located at York Seed and Viscous At the first expiration date, which will be Servador 30, 1950; thereby giving you the required notice of esmeellation as cutlined in the Jourth puragraph of the Service Station Lease.

Yours very sineeraly,

SHIPPOOD ENGINEER THOUSAGE

JOSE R. STEAMSOOD

Prosident.

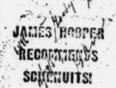
REGISTERED MAIL KETURN RECEIPT REQUESTED

DOCKET WILL TE DE COMMISSION

IN THE MICH SELECTION OF THE BOOK



thrir CX 346.



James W. Hooper, owner of Hooper's Service Station on 4912 Harford Road, knows the tire business inside and out, Here's what he has to any obesit Schenuti Tires.

"The first thing a customer buying a lice asks me is . . . How is
this tire lor wear? That's when
I'm glod it's a Schenuit Tire he's
asking about, because I know I
can tell him sincerally that he'!!
get mere safe miles out of a
Schenuit Tire than any other first
tine live. It's a good feeling to
know your selling the best . .
and that's a Schenuit Trea!"

Insist on Schenuit, the custombuilt, unconditionally guaranteed tire.

BUY YOUR TIRES ON CONVENIENT TERMS



Plotkin's Tire Sales

\$30° S. Hanover Street

-35-1



# COMMISSION EXHIBIT NO. 347.

Shell Oil Company 909 East 22nd Street Baltimore 18, Maryland

May 26, 1952

Location: 4912 Harford Road Baltimore, Maryland

Mr. James W. Hooper 4711 Charlton Avenue Baltimore 14, Maryland

Dear Sir:

We in Shell are proud of our dealer representation. It is a pleasure for me to welcome you as a newcomer to this group. We are confident that this relationship will prove to be both profitable and pleasant.

Attached are fully executed copies of your lease and Gasoline Sales Agreement with us. As your acknowledgment of the receipt of these contracts, we would appreciate your acknowledging and returning to us a copy of this letter.

We are also pround of the full line of products which we are in a position to offer you, tires, batteries and accessories, as well as gasolines, motor oils, greases and specialties. We believe that merchandise must be sold on its quality, reasonableness of its price and its public acceptance; rather than by contractual provisions. These are the factors which guide us in the distribution of petroleum products under the Shell brand and in the selection of the lines of tires, batteries and accessories which we represent. Consequently, if you again refer to your contracts

with us you will not find a single provision obligating you to buy your requirements of these items from or through us.

We will solicit your business for each of these items because this is a business in which we are engaged and because we feel that they will contribute to your overall success as a service station dealer. The extent to which we will enjoy your patronage must depend upon your voluntary acceptance of our product lines and the service that we are able to render. Your business, which we at all times will solicit, will be very much appreciated.

Yours truly,

Acknowledged:
James W. Hooper:

J. A. Lowry, District Manager.

# 3601 COMMISSION EXHIBIT NO. 348A.

# Service Station Manager's Agreement

This Agreement, dated May 21, 1954, between Shell Oil Company (herein called "Shell"), and W. E. Edwards of Terre Haute, Indiana (herein called "Manager").

# Witnesseth:

1. Employment. Shell hereby employs Manager, and Manager hereby accepts employment by Shell to operate Shell's service station located at 22nd and Wabash in Terre Haute, Vigo County, Indiana.

2. Consigned Products. Shell shall stock the station with "Shell" gasolines and such other products as Shell may elect to consign to Manager. Inventories of such consigned stocks shall be maintained in such quantities as Shell considers adequate for the proper operation of the station. Title to all products consigned to Manager shall remain in Shell until sold, and Manager shall sell such products at prices fixed by Shell. Manager shall account to Shell for consigned products sold, in the following man-

ner: At the time of each replacement delivery, Manager shall pay Shell in cash, on partial account for consigned products theretofore sold, an amount equal to Shell's retail prices for the quantities of gasolines so delivered (less the commissions specified below), and Shell's dealer prices for the quartities of other consigned products so delivered, as such prices are in effect for each product or grade thereof and for the station at the time of such delivery. At the time the price of any consigned product is changed or Manager's account as to any consigned product is closed out by termination of this Agreement or otherwise, an inventory of each such consigned product shall be taken, and the difference between the quantity consigned and the quantity in stock shall be determined. If the price is increased, a credit memorandum shall be issued by Shell to Manager in an amount equal to such difference in quantities multiplied by the per-unit price increase. price is reduced, Manager shall pay Shell in cash an amount equal to such difference in quantities multiplied by the per-unit price decrease. If Manager's account as to the consigned product is being closed out, Manager shall pay Shell in cash Shell's retail prices for such difference in quantities of gasolines (less the commission specified below), and Shell's dealer prices for such difference in quantities of other consigned products. Such prices shall be those in effect for the respective products or grades thereof and for the station at the time of the inventory.

3. Other Merchandise and Services. Manager shall have the right, for his own account: (a) to purchase from Shell or such other suppliers as Manager may choose, and sell at the station, such other items of merchandise as Shell may approve, and (b) to perform such services at the station as Shell may approve, provided that Manager shall pay for such items of merchand'se purchased from Shell, in cash at the time of delivery, Shell's dealer prices there-

for then 'n effect for 'he station; and provided that Manager shall not engage in automotive body work or major engine repairs at the station without Shell's prior written approval. Manager shall obtain all licenses and permits which may be required, and shall pay all fees, taxes and other charges which may be assessed or incurred, by reason of the transaction of such business by Manager for his own account.

4. Compensation. As full compensation, subject to the payment of all sums payable by Manager hereunder: (a) Manager shall retain the following commissions per gallon for the sale of consigned gasolines:

Grade of Gasoline	Commission	Commission
"Shell Premium"	3.9¢	1.5¢
"Shell"	3.0¢	1.5¢

provided, that at any time when Shell's retail price for any grade of gasoline at the station is considered by Shell to be sub-normal, the above-specified commission for such grade may be reduced, but never below the minimum commission above-specified for such grade; and (b) Manager shall retain all profits made on the sale of other consigned products (after paying to Shell the amounts specified in Article 2), all profits made from the sale of other merchandise purchased by Manager, and all receipts from approved services performed by Manager.

5. Operation. Manager shall: (a) devote his full business time to the operation of the station and use his best efforts to promote the sale of "Shell" products; (b) comply strictly and, fully with all of Shell's instructions, rules and regulations, and all Federal, state and local laws, ordinances and regulations, applicable to the operation of the station; (c) keep such records and make such reports as Shell may require; (d) employ, and pay all wages and salaries of, such assistants at the station as Shell may

require and approve, and discharge any such assistant at Shell's request; (e) pay for all supplies and small items of equipment required in connection with the operation of the station; (f) collect and pay, as directed, such taxes, fees or charges as Shell may desire or be required to collect from or pass on to customers, either as a separate item or as part of the retail selling price, and which are not included in the prices specified in article 2; (g) withhold and pay over to Shell such employee taxes and contributions as Shell is or may be required by law to withhold on the compensation of Manager and his assistants; and (h) be solely responsible for all cash collected, shortages in consigned products, and loss or damage of property owne? by Manager or his assistants: Manager shall have no authority to make any commitments whatsoever in the name or behalf of Shell; and any unauthorized credit extended by Manager shall be for the account and, at the risk of Manager alone.

6. Insurance—Indemnity. Manager shall carry at all times automotive bodily injury and property damage liability insurance covering such automotive equipment as he may utilize in the operation of the station, with minimum bodily injury limits of \$10,000 per person and \$20,000 per accident and a property damage limit of \$10,000 per accident, and furnish Shell on request satisfactory evidence of such coverage. Manager shall indemnify Shell against all claims, suits, loss and liability arising out of the operation of any such automotive equipment, or out of the performance at the station of any automotive body work or major engine repairs.

3603 7. Security. At Shell's request, Manager shall furnish Shell satisfactory security for the performance of Manager's obligations under this Agreement, which may include surety bonds covering Manager and any or all of his assistants. Shell shall have a lien on all equipment, merchandise and other property owned by Manager at the

station, to secure the performance of Manager's obligations hereunder; and in the event of any default by Manager in such performance, Shell shall have the right to enforce said lien in the same manner as permitted or provided by law for the enforcement of chattel mortgage liens.

8. Termination. This Agreement and Manager's employment hereunder shall continue until terminated by either Shell or Manager by giving twenty-four (24) hours' notice to the other at any time. Upon any termination of this Agreement, Manager shall immediately account to Shell for all consigned products not previously accounted for, as provided in article 2 hereof, and for all of Shell's equipment and other property used by Manager at the station during the continuance of this Agreement, including the equipment listed in attached Exhibit A, and shall pay Shell at current depreciated prices for any of such equipment or property which is not on hand at such time.

9. Retirety—Execution. This Agreement is the entire contract, and merges or supersedes all other promises, representations and understandings, with reference to or in consideration of the subject matter hereof. Neither this Agreement nor any amendment or supplement thereto shall be binding on Shell unless and until it is signed in Shell's behalf by a representative duly authorized by its Board of Directors, and a copy thereof so signed is delivered to Manager.

In Witness Whereof, this Agreement is executed as of

the date first herein written.

Recommended by:

Shell Oil Company By A. C. Pavey,

G. W. Kelsch, Shell's Salesman

Witness to execution by Manager:

G. W. Kelsch

Wm. E. Edwards, "Manager"

"Shell" District Manager.

# COMMISSION EXHIBIT NO. 348B.

\$8-1771-1 (8ev. 1/53)

#### EXHIBIT "A"

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3606

COMMISSION EXHIBIT NO. 349.

I-953 (Rev. 6/52)

Shell Oil Company 2219 W. Michigan Street Indianapolis 22, Indiana

June 2, 1954 Mr. W. E. Edwards 22nd & Wabash Terre Haute, Indiana

Dear Sir:

We in Shell are proud of our dealer representation. It is a pleasure for me to welcome you as a newcomer to this group. We are confident that this relationship will prove to be both profitable and pleasant.

Attached are fully executed copies of your Lease and Gasoline Sales Agreement with us. As your receipt for these contracts, we would appreciate your acknowledging and returning to us a copy of this letter.

We are also proud of the full line of gasolines, motor oils, greases and specialties we are in a position to supply you and of the quantity tires, batteries and accessories readily available to you through our arrangements with Goodyear. We believe that merchandise must be sold on its quality, reasonableness of its price and its public acceptance, rather than by contractual provisions. These are the factors which guide us in the distribution of petroleum products under the Shell brand and in the selection of the lines of tires batteries and accessories which we promote. Consequently, if you again refer to your contracts with us you will not find a single provision obligating you to buy your requirements of these items from or through us.

We will solicit your business for each of these items because this is a business in which we are engaged and because we feel that they will contribute to your over-all success as a service station dealer. The extent to which we will enjoy your patronage must depend upon your voluntary acceptance of our products line and the service that we are able to render.

Your business, which we at all times will solicit, will be very much appreciated.

Very truly yours, ...

(Illegible)

District Manager

Receipt Acknowledged:

Date 6-30-54
Attachments

3608 COMMISSION EXHIBIT NO. 350A-B.

January 6, 1948

TBA SJH

Tire & Tube Sales

Mr. J. S. Parks Room 1105

Dear Sir:

Some time ago I informed you that Mr. Supplee had requested a thorough exploration of tire propositions of various tire companies in order that the Seles Department would have an opportunity to determine whether or not there were more desirable programs than those that we are presently operating under. At the time, you suggested that the matter be deferred until the new year. Since this assignment is quite a considerable task, I should

like to have it started at once and, if possible, completed before the end of February. I think we should invite all of the majors; i.e., Goodyear, Firestone, U. S., Goodrich, and General, to present their propositions on their name brands. In addition to that, I think we should also have propositions submitted, if possible, on certain of the desirable brands that are controlled by these majors, such as Kelly-Springfield, Fisk, Federal, Miller, and Hood.

We should also explore thoroughly the possibility of marketing our private brand and in this connection, should get proposals or refusals from the five majors, as well as from the Mansfield Tiré & Rubber Company and the Lee Tire & Rubber Company. I do not believe that there are any other brands on which we would be interested interested interested in entertaining proposals.

· I already have contacts with Mr. S. Gaylord of the Goodyear Tire & Rubber Company, Akron, Ohio; Mr. S. R. Milburn, U. S. Rubber Company, New York, New York; Mr. M. G. Huntington of the Allied Lines Division of the B. F. Goodrich Company, Akron, Ohio; Mr. G. W. Stephens, President of the Mansfield Tire & Rubber Company, Mansfield, Ohio; and Mr. J. Addison, Firestone Tire & Rubber Company, Akron, Ohio. Pr. Charleston already has Mr. Stephens' proposal on the United brand, as well as on a

private brand. If you wish me to do so I can make the necessary arrangements through these contacts that 3610 I have, for definite appointments.

I am attaching hereto a list of the principal points that must be explored in each proposal and also a list of the pertinent fac s regarding our operation that you will probably have to have for discussion with representatives of the various manufacturers.

Very truly yours

Enc.

#### 3612 COMMISSION EXHIBIT NO. 351 A-C.

June 22, 1948

TBA SJH

Tires

Mr. D. T. Colley Room 1702

#### Dear Sir:

There are several broad choices that should be considered by an oil company that wishes to market a line of tires. These are:

- Major brands—Otherwise known as the original equipment lines—represented by Goodyear, Firestone, United
   States, and Goodrich.
  - A. The manufacturers in this group with the exception of Firestone also offer allied brands. Goody rich has Kelly-Springfield. United States has Fisk, Federal, Gillette, G & J, and others. Goodrich Hood, Miller, Brunswick, and Diamond. Some of these brands have been offered to all companies for their exclusive use during a contract period.
- 2. Minor brands—These include General, Seiberling, Lee, Mansfield, Dunlop, Cooper, Pharis, Dayton, Armstrong, and a number of other lines that are not nearly so well known.
  - A. Some of these manufacturers also have allied brands. For example: Mansfield Tire & Rubber Company manufacture, in addition to the Mansfield tire, Century, Richland, and United. The allied lines of this group of manufacturers have in some cases been offered to oil companies on an exclusive basis.
- Private brands—a name that is owned by the oil company or other mass marketer and used on a product that is made for the company by some tire manufacturer.

Following is a listing of some of the major oil companies and an indication of the type of lire marketing that they are employing:

-					20 -
	Brand	lirestone &	Goodrich Firestone	oodyear	
MAJOR BRAND	11		-025	. 0	
OR			1		
	Oil Compa	Shell Oil (E.	Mid-Continent	Sinclair	€ .
BRANDS	Brand	Lee	Kelly. Springfield India (Gen-	Federal (US)	•
MINOR & ALLIED	Oil Company	Phillips Petrol. Atlantic Ref.	Sun Oil	Coast) eral) eral) after Water Associa Federal (US)	
AND	Brand	Atlas		Mobil Actue Gulf	Ашосо
FRIVATE BRAND	ompany	Standard Oil (Ohio) Standard Oil (N.J. & Subsidiaries	dard Oil (Ind.). dard Oil (Cal.)	Socony-Vacuum - Sities Service Gulf Oll Corp.	American Oil Co.

\*Companies have exclusive use of allied brands.

3613

#### Acceptance

The big four have far more public acceptance by virtue of their original equipment policy, national advertising programs and their dominant position in the industry than any of the other brands. Majors, including their production of allied and private brands, supply approximately eighty per cent of the replacement passenger tires. Among the well-known allied brands are Kelly-Springfield, Ask, Miller, and Hood. The outstanding minor brands are General, Seiberling, and Lee. The better established private brands include All-State, Riverside, Atlas, and Yale. Atlas is an oil company brand that has been on the market for twenty years. During this time, it has been nationally advertised and nationally distributed. Yale originated by an old New England Tire Company and subsequently pushed by General as an allied line, was finally purchased by Pure Oil Company after a period of exclusive marketing.

## Completeness of Line

Only the major bracks offer a complete line. Even their allied lines are not complete in the strictest sense of the word. Under the "Cons" of the Lee analysis is shown the number of sizes and types not available in their line, which gives a picture of the significance of a complete program. As is indicated, it would require unreasonable inventories to obtain 100% coverage with a considerable portion of this inventory provided for only a relatively small percentage of the total national tire business.

#### Availability

All of the majors were invited to submit proposals to The Atlantic Refining Company. Only one has been advanced on a house brand and that by the Firestone Tire & Rubber Company. They are aggressively soliciting our business. All of the majors were also invited to submit proposals on their allied brands. The B. F. Goodrich Company is the only company that presented such a proposal and this was restricted to one brand; namely, Diamond.

We did not canvass all of the minor brand manufacturers for the obvious reason that the majority of them afforded us no improvement over our present supply arrangements. We did contact General but they indicated that they would prefer to see us complete negotiations with The Mansfield Tire & Rubber Company, in which company General holds a substantial interest. Seiberling was not approached because of their publicly proclaimed policy to do business only with the independent dealer. A proposition was submitted by the Cooper Tire & Rubber Company.

All manufacturers that were contacted, including our present suppliers, were invited to submit private brand proposals. Only one manufacturer; i.e., the Mansfield Tire & Rubber Company, was interested.

Attached to this presentation is a price comparison of passenger and truck tires which shows Atlantic's profit margins with the resale schedules that could be used for each of the several companies that have submitted proposals. This includes a price comparison using our present Lee price structure as the one hundred per cent

3614 The "Pros" and "Cons" of our opportunities in doing business with each of these manufacturers are also included. Cooper's proposition is not submitted in this presentation as it has no apparent advantages for Atlantic which are not better handled by the other companies.

This presentation and Atlantic's benefits with the sev-

eral companies has been discussed at length with the members of the T. B. A. Products Committee. It was their unanimous opinion that Lee appeared to be the best choice for our company. To their approval, I would like to add my own since it is also my opinion after careful analysis that the Lee franchise is the best available at the present time for Atlantic.

Very truly yours,

Enc.

#### 3615

## COMMISSION EXHIBIT NO. 351D.

June 14, 1948

## Passenger Tires 6.00 x 16 (100 Level)

## Exclusive of Tax

16.00		
Net Dealer		
Atlantic-Lee	(List less 25-24)	Dealer can make up to 26.8% profit on Retail Sales
Aflantic-United	(List less 25-5 )	Dealer can make up to 28.8% profit on Retail Sales
(Diamond	(List less 25-pm)	Dealer can make up to 26.8% profit on Retail Sales
Firestone	(List less 25-21)	Dealer can make up to 26.8% profit on Retail Sales
Volume Dealer	A	40.1.0
Atlantic-Lee	(List less 25-21-5)	Dealer can make up to 30.6% profit off Retail Sales
Atlantic-United	(List less 25-5 -5)	Mealer can make up to 32.3% profit on Retail Sales
Diamond	(List less 25-6 )	Healer can make up to 29.5% profit on Retail Sales
Firestone	(List less 25-6 )	
man and man	co	
Wholesale Dealer	/**************************************	
Atlantie-Lee	(List less 2)-24-10)	Dealer can make up to 34.2% profit on Retail Sales
Atlantic-United	(List less 25-65-10)	Dealer can make up to 35.8% profit on Retail Sales
	(List less 25-07)	Dealer can make up to 31.7% profit on Retail Sales
Firestone	(List less 25-9 )	Dealer can make up to 31.7% profit on Retail Sales
Distributor ( )		
Atlantic Lee	(List less 25-24-15)	Distributor can make either 10-15%, on Sales to
dounte and .	(mat less 20-29-10)	above three types of dealers and upto 37.8% on
		Retail Sales
		netair raice
Atlantic-United	(List less 25-5 -15)	Distributor can make either 5-10-15% on Sales to
0		above three types of dealers and up to 39.4% on
1		Retail Sales
	4.	
Diamond	(List less 25-11 )	
6		to 9% Dealer, 6% Dealer and Dealer and up to
86		33.2% on Retail Sales .
The section of		A . A
Firestone .	(List less 25-11 )	Distributor can make either 4.1, 7.2, 10.4% on Bales
		to 9% Dealer, 6% Dealer and Dealer and up to
Wal-1-12	.0	33.9% on Retail Sales
Distributor-C/L	1001 1111	The second in the second in a
Atlantie Lee	(2% additional)	Distributor can make either 6.9, 11.8, 16.8% on Sales
		to above three types of dealers and up to 38.5% on
		Retail Sales
Atlantic-United	- (96% additional)	Distributor can make either 6.9, 11.8, 16.8% on Sales
attantic-Onited	(27e additional)	to above three types of dealers and up to 40.6% on
		Retail Sales
		netan baies
Diamond (Ass	colete Desley & eriov.	Distributor can make either 7.5, 10.5, 13.6% on Sales
1		to above three types of dealers and up to 36.9% on
ing.	3176. Volume Bonus)	Retail Sales
		Hemin canes
Firestone (Ass	ociate Dealer & enjoy-	Distributor can make either 7.5, 10.5, 13.6% on Sales
		to above three types of dealers and up to 36.9% on
0		Retail Sales

## 3616 COMMISSION EXHIBIT NO. 351E.

June 14, 1948

## Truck Tires 8.25 x 20—10 Ply

	8.2	5 x 20-	-10	Ply			0			
	Ex	clusive	of	Tax			1	-		
Net. Dealer Atlantic-Lee	(List less 20-5 )	Doglar	ean.	maka	nn t	. 94 000	nmodé .	on Potal	1 Cales	
Atlantic-United	(List less 20-5-5) (List less 20-5)	Dealer	can	make	up to	27.8%	profit	on Retai	l Sales	
Firestone .	(List less 20-5 )	Dealer	can	make	up to	24.0%	prost	on Retai	1 Sales	
Volume Dealer Atlantic-Lee	(List less 20-5-5 )	Dealer	can	make	Sp to	27.8%	profit	nu Rotal	1 Sales	
Atlantic-Enited Diamond	(List less 20-5-5) (List less 20-6-2)	Dealer	can.	make	up to	31.4%	profit (	on Retai	1 Sales	
Firestone	(List less 20-6-2 )	Dealer	can	make	up to	26.4%	profit o	on Retai	l Sales	
Wholesale Dealer		*								
Atlantic-Lee	(List less 20-5-10 ) (List less 20-5-5-10)	Dealer .	.can	make	up to	31.7%	profit o	on Retai	Sales	
Diamond	(List less 20-9-3 ×)	Dealer	can	make	up to	30.6%	profit o	on Retai	l Sales	, i
Includes Associ	elate		2.	-						
Firestone	(List less 20-9-3 )	Dealer	can	make	up to	30.6%	profit e	n Retail	Sales	
Includes Assoc Dealer Com	elate	Ø.			-0					
Distributor-Truck	Tire		0	-1	-					
	(List less 20-5-15 )	Distrib	utor	can 1	nake	either-	5-10-45	% on St	ales to	*
		Retail !	three	type	s of	dealers	and Ohn	o to 35.	1% on	•
Atlantic-United	·(List less 20-5-5-15)	Distrib	utor	can i	nake	either	5-10-15	% on Sa	ales to	
		Retail 8	Sales	ty per	, 01	icaiers	and up	, 10 30.1	176 011	
Diamond Includes Assoc Dealer Com			e thi	ree ty	ąke ę pes of	ither 7. dealer	2, <b>12</b> .5, s and u	15.2% or up to 34.	Sales 2% on	
Firestone Includes Assoc Dealer Comm	ciate	Distrib to abov Retail	re th	ree ty	nke e pes o	ither 7.	2, 12.5, s and u	15.2% or ip to 34.	2% on	•
Distributor-C/L								-1	1	
Atlantic-Lee (	(List less 20-5-15-2 )	Distributo abov	e thi	can'm	ake e	ther 6.	9, 11.8, 1 s and u	16.8% on p to 36.	Sales 7% on	
		Retail 3	Sales		1 10				•	
Atlantic-United (	List less 20-5-5-15-2)		e thr	ee typ				16.8% on p to 39.8		
Diamond . (	List less 20-11-5	Distribu	itor .	oan m	aka a	thon 0.4	146	1750/	Solor	
Includes 31% Associate Deal	Volume Bonus &	to above	e thi	ree ty	pes of	dealer	s and u	ip to 37.3	2% on	
	Volume Bonus &	Distributo above	ė thr	can m	ake ei es of	ther 9.6	3, 14.8, 1 s and u	17.5% on p to 37.1	Sales 2% on	
							4 4	1 1		

3617 COMMISSION EXHIBIT NO. 351F.

June 14, 1948

Comparison Company Tire Costs

(Using Lee as 100 level)

Lee Cost

Pass. (100%)

Truck (100%)

includes consignment, advertising assistance, training, adjustment allowance, cash discount allowance and prepaid shipments.

United Cost

Pass. (101.0%)

Truck (96.5%)

We have added 5.2% for average freight charge plus 1½% the estimated value of consignment, plus 1% for equivalent advertising assistance.

Diamond Cost

Pass. (99.4%)

Truck (97:2%)

We have deducted 1% for C/L shipments (2% is allowance but only about 50% of our deliveries would be C/L).

The following have also been deducted from Atlantic Confidential Cost:

2% Adjustment Allowance

1% Advertising Allowance

of 1% Anticipation Allowance 2% Cash Discount

We have added 11% which is the estimated value of consignment.

#### 3618 COMMISSION EXHIBIT NO. 351G.

June 14, 1948

## 6.00 x 16 (100 Passenger Tires Level) Exclusive of Tax

#### Regular (Net) Dealer

Atlantic makes 30.0% on sales of Lee tires.

Atlantic makes 26.7% on sales of United tires.

(29.0% on sales of Diamond tires (\$250. order).

(27.2% on sales of Diamond tires (\$500. order).

Atlantic would make 10.0% on sales of Firestone tires.

#### Volume Dealer

Atlantic makes 26.2% on sales of Lee tires.

Atlantic makes 22.8% on sales of United tires.

Atlantic would make 26.4% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

#### Wholesale Dealer

Atlantic makes 22.2% on sales of Lee tires.

Atlantic makes 18.5% on sales of United tires.

Atlantic would make 23.2% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

#### Distributor (Maximum)

Atlantic makes 16.7% on sales of Lee tires. (Note)

Atlantic makes 12.1% on sales of United tires.

Atlantic would make 17.6% on sales of Diamond tires.

Atlantic would make 7.5% on sales of Firestone tires.

Note: On sales to Authorized Petroleum Distributors Atlantic enjoys an additional 5% of Wholesale Dealer's price.

## 3619 COMMISSION EXHIBIT NO. 351H.

June 14, 1948

Truck Tires 8.25 x 20—10 Ply Exclusive of Tax

Regular (Net) Dealer

Atlantic makes 27.6% on sales of Lee tires.

Atlantic makes 26.6% on sales of United tires.

Atlantic would make

(31.5% on sales of Diamond tires (\$250. order).

(29.8% on sales of Diamond tires (\$500. order).

Atlantic would make 10.0% on sales of Firestone tires.

#### Volume Dealer

Atlantic makes 24.0% on sales of Lee tires.

Atlantic makes 22.8% on sales of United tires.

Atlantic would make 29.0% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires,

## Wholesale Dealer

Atlantic makes 19.6% on sales of Lee tires.

Atlantic makes 18.5% on sales of United tires.

Atlantic would make 24.3% on sales of Diamond tires.

Atlantic would make 10.0% on sales of Firestone tires.

## Distributor (Maximum)

Atlantic makes 13.2% on sales of Lee tires. (See Note)

Atlantic makes 12.0% on sales of United tires,

Atlantic would make 14.9% on sales of Diamond tires.

Atlantic would make 7.5% on sales of Firestone tires.

Note: On sales to Authorized Petroleum Distributors Atlantic enjoys an additional 5% of Wholesale Dealer's price.

3620

Presently established and accepted by dealer and consumer.

2. Good purchase costs.

3. Profitable selling structure.

4. Competitive quality.

 Adjustment allowance to assist if handling "Road Hazard" guarantee.

6. Limited competition with some control from other Lee chan-

· nels.

 Local company, giving quick handling on most problems.

8. Fourteen years of business re-

lationship.

Assurance of continuing present total volume at a rate dependent upon our own sales manship.

10. No inventory investment.

- Unusually good public acceptance in E. Pa. and Phila.
- Eliminate investment in present company-owned inventory.
   C.O.D. estimate is \$470,000.

CON

1. Limited line—missing sizes and designs represent approx. 4% of National output in units but probably 10 to 15% in dollar volume. (Diamond estimates Tractor Tires dollar potential in our area as 20% of Truck.) Full line would include about 35 additional on and off highway truck tires and tube and 150 tractor and implement tire and tube sizes.

 Branch competition and friction in certain areas. This may be reduced as a plan is being developed to give the branches some credit for our business.

 Minimum sales promotion assistance. A new Sales Promotion dept. at Lee may improve this situation.

4. Minimum field assistance.

 Not as progressive a company as some competing manufacturers.

 Smaller company with limited manufacturing facilities, affecting their promptness in shipping certain size and design tires.

7. Reluctance to admit defects in workmanship and material has

created field problems.

8. Not allowed by contract to cover the full Atlantic Marketing territory. Ohio is not included. This matter is under further consideration now.

## COMMISSION EXHIBIT NO: 351J.

#### United

PRO

Presently established and in inventory throughout most of our territory.

- 2. Purchase price on a cost plus basis without authorization of mold cost.
- 3. Excellent product performance record.
- 4. Exclusive distribution in our territory.\*
- Moderate amount of consumer acceptance already established.
- 6. Some obligation by Atlantic because of this company's assistance during the tire shortage.
- 7. Maximum control of profit margins and resale prices.
- 8. Full benefit of advertising and sales promotion expenditures.
- 9. Assistance in training costs.
- Continuation of present road hazard guarantee.
- Less expense to company to establish in place of Lee than other preferred lines.

#### CON

- Limited line. Approximately equal to Lee although we are told tractor tires will be added to their program.
- No assistance in advertising or promotional expense. Estimated necessary expenditure: approximately 5% of sales value.
  - 3. Loss in sales volume if it were the sole tire marketed by Atlantic estimated at 20% the first year.
  - 4. The probability of needing five more years to establish the brand with dealers and consumers before volume equaled the present total sales level.
  - 5. Inventory investment mated: \$1,000,000.
  - Lowered profits due to increased' merchandising expenditure.
  - Assumption of all adjustment costs or approximately 2½% of the sales value.
  - s. Considerably less public acceptance than Lee after 3 years sale by our company.

## 3622 COMMSSION EXHIBIT NO. 351K-L.

#### Private Brand

#### PRO

#### CON

- 1. Purchase on cost plus basis should give the lowest cost price over a long period.
  - Maximum control of profit margins and resale prices.
  - 3. Full merchandising flexibility.
  - Complete control of adjustment policies.
  - Full benefit of advertising and sales promotion expenditures.
- 6. Sole source for inventory replacement.
- Increased company prestige as private brand is a current trend among Cil Companies.
- Ability to change supplier without disturbing Marketing program.
- Possible increased salesmen's interest and activity because of company label.

- Mold costs estimated 11/26/47 at \$63,000—includes 70 Passenger molds covering 9 sizes and 20 Truck molds covering 17 sizes. Not included are white walls, second line, cushion types or special purpose truck.
- Present passenger tire prices on cost plus basis—not as favorable as maximum distributor deals.
- 3. All advertising and promotion costs at company expense—estimated at 5% of sales value.
- Continuous and intensive publicity required before Atlantic and private brand are associated in the consumer's mind.
- Lowered profits due to increased merchandising expenditures.
- 6) Limited line of sizes and styles. Would not be as complete as present Lee line.
- Direct reflection on the company with consumer product dissatisfaction.
- 8. Assumption of all adjustment costs or approx. 2½% of sales value.
- No field assistance by manufacturer.
- All fraining costs at company expense. Estimated present cost to suppliers is \$7500 per year.
- Lower volume for period necessary to build dealer and consumer acceptance—estimated at 15% below present volume in first year.
- 12. Inventory investment estimated at \$1,000,000.
- Reduced truck tire volume even after establishing brand name.
   It is estimated that this would be at least a 25% feduction from our present level.
- Deviation from established policy of marketing only manufacturers' branded products.

#### 3627

#### COMMISSION EXHIBIT NO. 354.

December 21, 1950

File: Batteries

Mr. S. J. Heideman Room 1210

Dear Sir:

As per your request we contacted the following storage battery companies in an attempt to discover whether they had at present or contemplated in the future a battery program for direct dealer mer andising similar to the commission plan offered by certain tire manufacturers.

Prest-O-Lite Battery Company Inc.

Globe-Union Inc.

Delco-Remy Division General Motors Corp.

.Electric Auto-Lite Company

. Willard Storage Battery Co.

Electric Storage Battery Co.

See under "OK 11 A.M." Jan 10th Gould-National Batteries, Inc.

Replies to our inquiry were received by phone or letter from everyone with the exception of Exide and Auto-Lite. We understand Mr. Connell of Exide talked to Mr. Paxson and believe Auto-Lite prefers that any consideration of a national oil account be handled by Prest-O-Lite.

Prest-O-Lite, Willard and Gould-National believe that they could offer us something through their distributor organization, and would like to discuss the matter further. We attach their replies to our inquiry. The Delco people believe that their distributors would be willing to negotiate with us individually but they would not care to act for the individual distributors, or to play any part in the program.

The other concerns which replied have no acceptable program nor have they given consideration to any.

When the attachments have served your purpose will you please return same for our files.

Very truly yours,

Purchasing Department By: Chas. F. Bergh

CFBergh/eme Atchmts

3665

#### COMMISSION EXHIBIT NO. 374.

## Number Of Lessee & Contract Dealers on Dates Indicated By Regions

#### Lessee Dealers

		N. E.	N. Y.	E. Pa.	W. Pa.	S.	Phila.	. Total
March	1950	 397	179	451	234	249	332	1,842
Dec.	1950	415	194	468	239	253	353	1,922
Apr.	1951	425	202	468	244	263	. 363	1,965
Dec.	1951	443	215	469.	258	261	383	2,029
Dec.	1952	469	.232	484	270	268	- 409	2,132
Dec.	1953	481	252	478	.284	301	429	2,225
Dec.	1954	492	278	487	298	362	456	2,373
Dec.	1955	495	316	. 496	312	392	475	2,486
June	1956	495	321	480	317	399	481	2,493

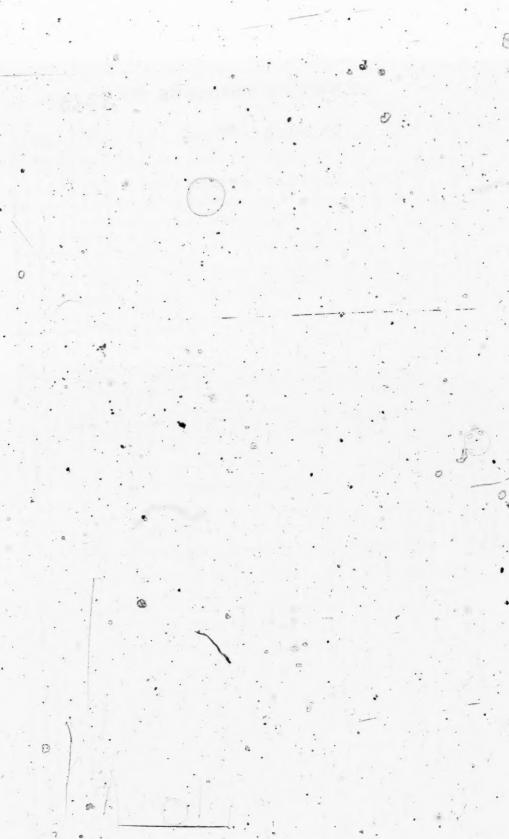
#### Contract Dealers

		N. E.	D	N. Y.		E. Pa.	W. Pa,	·S.	. I	Phila.	· Total
March	1950	244	-	428	-	1854	1341	548	3	1100	5,515
.Dec.	1950	240		400		1776	1305	476		1046	5,243
Apr.	1951	 233.		382		1770	1246	465		1009	5,105
Dec.	1951	 219		336		1739	1113	429		925	4.761
Dec.	1952	213		289		1617	1059	366		821	4,365
. Dec.	1953	222		272		1179	929	318		713	3.633
Dec.	1954	223		265		1054	853	191		690	3,276
Dec.	1955	219		259		1096	749	134		667	3,124
June	1956	220		263	-7	1075	725	121		640	3,044

(Petitioner takes the position that certain portions of this exhibit relating to Firestone were stricken as against Goodyear by the Hearing Examiner's Order filed March 24, 1958.)

COMMISSION EXHIBIT NO. 377. 3345

	165	SEE	DEALERS	BYC	BY CLASS OF TRADE "S	BY CLASS OF TRADE SEEL WITH	Dealers			DISTRIBUTORS	UTORE		
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#### 3692

## COMMISSION EXHIBIT NO. 385.

February 18, 1952

TBA RMT

Report of Commissions

March through November 1951

## Memo To: Staff Meeting File:

,	Goodyear Sales	.\$	2,097,2	91.00	
	Commission Paid		205,5	515.91	
	Average Commission	Rate		9.80%	2.
	Firestone Sales	197	2,936,5	577.00	
	Commission Paid		266,8	832.83	
	Average Commission	Rate	•	9.09%	2
	Totals		5,033,8	368.00	
•	Commission Paid		472,	348.74	
	Average Commission	Rate	0	9.38%	0

#### 3694 COMMISSION EXHIBIT NO. 386.

# The Atlantic Reffining Company Sales—Northeast Division by Goodyear Districts March 1, 1951 Thru October 20, 1951

## Commission Sales

	New Tires		Batteries			• •
Goodyear Districts	Excl. Marathon Truck.	Pneu. Truck T&T1	(Excl Res) & Cables	Resol. Batt.	C&H Supp. Etc.	Tota!
New England Re	gion	9				
Albany	19.850	•	3,613	411	2,453	26,327
Boston	181,648	***	24,119	3,389	46,144	255,300
Hartford	149,048		16,827	5,003	42,474	213,352
New York	4,324		1,318	0	2,042	7,684
Total	354,870.		45,877	8,803	93,113	502,663
New York Region		.l.				· i,
Albany	23,907		1,369	69	6,132	31,477
Ruffalo	124,898	• .	8,097	3,335	31,948	168,278
Newark	24,848		733	0	- marine	30,395
Syracuse	212,398		13,199	1,838	28,375	255,810
Total	386,051		23,398_	5,242	71,269	485,960
Philadelphia & N	J. Region		8	279	1 0	
Philadelphia <sup>†</sup>	460,434		73,943	6,701	144,005	685,083
Newark <sup>2</sup> .	144,499		22,461	2,661	37,481	207,102
Total	604,933		96,404	9,362	181,486	892,185
Total Commission	1,345,854		165,679	23,407	345,868	1,880,808

## OWS CONSUMPTION AND COMPANY OPERATED STATIONS

2,401	828	27	219	8	8	1,327	Boston .
1,646	658	0	158	39	39	830	Buffalo
3,567	0	0	0	89	. 89	3,567	Hartford
39	۰0	. 0	0	18	18	39	Newark
46,049	17,565	0	4,731	38	138	23,753	Philadelphia
5,192	1,969	0	547	80 •	680 •	2,676	Syrucuse
58,894	21,020	27	5,655	72	972	32,192	Total
939,703	366,888	3,434	171,334 - 23	72	972	1,378,046	Grand Total
	1,969 21,020	27	547 5,650	80 • 72	680 • 972	23,753 2,676 32,192	Philadelphia Syracuse Total

1. Included in New Tires & Tubes Statistics Division .
2. January 1, 1951 Thru October 20, 1951 Sales Accounting Dept.

Issued: 11-16-195d



3696

## COMMISSION EXHIBIT NO. 387.

August 15, 1952.

TBA WCH

Goodyear Program— Dealers and Supply Points

Mr. L. K. Maisel . Syracuse, N. Y.

#### Dear Sir

With reference to our telephone conversation of August 14, listed below is as much information as was available on your request:

	England	York	Phila.
#1—Number of dealers on Good Program	lyear 654	588	842
#2—Number of Goodyear store Goodyear dealers supplyin	g At-		
lantic #3—Number of Atlantic dealer		41	2
ing as Supplying Dealers #4-Number of supply points		20	18
Region	. 79 .	61 . M. Ta	20 aitt

## 3706 COMMISSION EXHIBIT NO. 389A-B.

Products Eligible Under Shill Sales Commission Plan.

Sales of the following listed products to approved Shell-accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District.

All Goodyear Tires and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables:

Resolute Batteries.

Goodyear produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors.

Goodyear Repair Materials as follows—Small and Bieycle Tuhe Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bieycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vulc-Patch Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores.

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Goodyear Produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors (only if Akron has approved the Store as a supply point for Car & Home Mdse.) Goodyear Car & Home Mdse. stocked at Goodyear. Field Warehouses (Only if Akron has approved the store as supply point).

(C) When delivery is taken from a Field or Factory Field Warehouse.

Goodyear Car and Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights. Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manu-

facturer.

(D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tires and Tubes (Except Airplane) in-

cluding seconds.

Goodyear Automotive and Farmlight Batteries and

Battery Cables.

Sea-Bee Outboard Motors (Only if Akron has approved the dealer as supply point for Car & Home Mdse.)

Goodyear Car & Home Mdse. stocked at Goodyear Field Warehouse (Only if Akron has approved dealer

as supply point).

3707 Products Not Eligible Under Sales Commission Plan Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G 1204 volume on which commission is to be paid.

Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to

General Electric and Hotpoint Major Appliances General Electric Radios Motorola Radios, Aerials and Accessories Motorola Car Heaters

Anti Freeze

Tire Chains unless delivered by Field Warehouse All types of Equipment—Battery Chargers, Display, Service Station, etc.

Advertising and Sales Promotion items.

## Payment of Commission

Akron will pay all commission to Shell in connection with this plan. Rates of commission vary by type of Shell account, and type of product. Therefore it is of the utmost importance that all Shell accounts be correctly classified on G-1209 records and also when reported on G-1204 so that the correct amount of commission will be computed by Akron.

#### Rates of Commission follow-

(A) Approved Petroleum Jobber or Petroleum Distributor

All Merchandise (except Resolute Battery Volume)

Resolute Battery Volume

(Cee exceptions under C below)

Identified on G-1204 and G-1209 as Oil Company Franchise Jobber or Distributor.

71%

71%

10 %

71%

(B) Approved Oil Company Dealer (not Jobber or Distributor)

All Merchandise (except Resolute Battery Volume)

Resolute Battery Volume

(See exceptions under C. below)

Identified on G-1204 and G-1209 as Oil Company Dealer

6

(C) Any approved account buying Car and Home Merchandise at Goodyear Jobber Prices
On Car and Home Merchandise, Brake Lining,
Rivets and Wheelweights and Miscellaneous
Mdse.

Mose Soldentified on G-1204 and G-1209 as Approved Goodyear Car & Home Jobber.

Merchandise other than as listed above is subject to 7½% or 10% as determined under "A" or "B".

COMMISSION EXHIBIT NO. 391A-C.

Shell Oil Co.

Sales Commission Plan.

3708

The Shell Oil Co., will be paid a sales commission on net sales (by authorized supply points) of certain Goodyear products to Shell Franchise Jobbers and Shell Independent Dealers, (hereinafter referred to as Shell Accounts) as recommended by Shell and approved by Goodyear District Manager.

All sales under this plan are sales by an authorized supply point to the Independent Shell Account. Billing issued to Shell Gil Co. covering purchases either for Shell "Own Consumption" purposes or by Shell Company-operated stations are not "subject to sales commission.

Payment of commission will be made to Shell by Akron and will be based on sales reported to Akron by Districts on monthly G-1204 reports.

Establishment of Authorized Supply Points.

District Manager will determine supply point for each Shell Account approved.

Goodyear Districts, Field and Factory Field Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for these accounts. See Page 1-A for products each class of supply point may deliver.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Shell Accounts they serve.

#### Master Record G-1209

Shell Oil Company will prepare G-1209 on each Shell account which is to participate under the plan. All copies of the form should be approved and forwarded by Shell to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Shell and Goodyear District Manager

District Office will distribute copies as follows-

Original (white) -District Office file

Duplicate (canary) —Shell Oil Company Division Office

Triplicate (pink) —Goodyear Field Representative

Quadruplicate (blue)—Supply Point where a Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise must be clearly marked "applies only to Car and Home Merchandise".

If more than one Store will act as a supply point, the additional Store (stores other than the regular supply

point) should be notified of the approved Shell account by letter.

Independent dealer supply points should be furnished a list of the Shell accounts who will buy from them and on whom we ask them to report.

Credit Policy

All Shell Accounts participating under this plan will establish credit with the Goodyear District, Store or Independent Dealer, which has been designated to surve them. Purchase, may, of course, be made on a cash or COD basis also. Districts must maintain separate B-80 on each COD or cash discount.

No Change Replace Sheet Dated 3-3-55.

#### 3710 Price Policy

Approved Shell Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales Commission Plan

Sales of the following listed products to approved Shell accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables. Goodyear Camelback

Goodyear produced Recaps & Repairs

All Dill and Schrader Valve Merchandise.

Goodyear Car & Home Mdse except Dept. 221 items (When delivered by Mfr. with DA billing through District.)

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits, Motorists Vulc-Patch Kits, and Simplug Repair Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Goodyear Produced Recaps & Repairs

All Dill and Schrader Valve Merchandise.

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouses except Dept. 221 items:

(C) When delivery is taken from a Field or Factory Field Warehouse

Goodyear Car and Home Merchandise except Dept. 221 items.

Goodyear Brake Lining, Rivets and Wheel Weights. Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

Goodyear Battery Cables

\* Goodyear Camelback

<sup>·</sup> Addition

(D) When delivery is taken from and billing issued by an Independent Dealer

All Good ear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

· Goodyear Camelback

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse except Dept. 221 items.

\* Dealer produced Recaps and Repairs when Goodyear Camelback and Repair materials are used.

Products Not Eligible Under Sales Commission Plan .

Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G-1204 volume on which commission is to be paid.

Replaces Sheet Dated 3-3-55

3712

Shell Oil
Shed Gil Co.

Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to.

General Electric and Hotpoint Major Appliances General Electric Radios

Motorola Radios, Aerials and Accessories

Motorola Car Heaters

Arvin Television

Dry Charged Battery Acid Accessories

Dept. 221 Car & Home Mdse.

Magic Chef Ranges

Coleman—Major Appliances as supplied by distribu-

Admiral—Radios, Television and Major Appliances
\*Repair Material (Except those items listed under paragraph A.)

All types of Equipment—Battery Chargers, Display, Service Station, etc.

Advertising and Sales Promotion items.

#### Sales Commission Plan-General

All Goodyear shipments will be to the supplying dealer—we will not drop ship to the Shell dealer for account of the dealer.

Important — Careful attention under the Independent Dealer Supply Point handling is required to avoid payment to Shell of duplicated commissions under the following circumstances.

When a Shell account is authorized under this plan, commissions are to be paid only on this Shell account's purchases from his supply point. If this authorized account is the supply point for other Shell accounts, then sales to such other accounts are not eligible for commission as would result in our paying commission to Shell on the original sale and then paying a second commission on the same merchandise when it was resold to the other Shell Account.

The instructions outlined above under "Independent Dealer Supply Points", therefore, are applicable only if the dealer supply point is not an oil company approved commission account.

## Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G-1209 of specified Shell Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will

<sup>\*</sup>Change

notify store of change by copy of G-1209. Upon receipt, Stores must immediately revise their records.

It is suggested that stores file the visible G-1209 form in their stock ledger binder for ready reference, Stores receiving lists of accounts from their District Manager should order supplies of blank G-1209 forms with which to establish their visible system.

Special Instructions Covering Store Car & Home Points

Only those stores specifically approved by District Manager may operate as Car & Home Supply Points.

When so approved supply point stores may sell and bill to specified Shell accounts any Goodyear Car and Home merchandise stocked at our Field Warehouse. Brake Lining and related merchandise, General Electric and Hotpoint Major Appliances, GE Radios and Motorola Radios and Heaters are not involved under this arrangement.

The Shell Accounts' buying price should be either dealer or "75" price net except for cash discount. Quantity shipping allowance will not apply. Annual Bonus will be paid if carned.

Replaces Page Dated 3-3-55

#### 3714 COMMISSION EXHIBIT NO. 392 B.

June 3, 1948

Re: Hanselman Tire & Battery Company Springfield, Illinois

Mr. E. C. Flynn District Manager Goodyear Tire & Rubber Company Peorla, Illinois.

#### Dear Mr. Flynn:

I have been hopeful that I would have an opportunity to meet you sometime at Springfield where we could discuss the Hanselman Tire and Battery account. This subject has been raised with you by Mr. Charles Mead, Manager of our Division Betail Department and Mr. Paul, Houser, District Manager, Decatus Springfield. It is my understanding that you have consistently refused to recommend that Shell receive credit for T. B. A. sales being made by Goodyear to the Hanselman account and the purpose of this letter is to request that you reconsider your decision.

We recognize the fact that Hanselman was a former Goodyear employee; however, we wish to point out that we were directly involved with John at the time he started his business venture and a lease-contract was signed with him for Shell Petroleum Products from the very beginning. Our people have consistently worked with this account for furthering of the T. B. A. volume; however, your predecessor, as well as yourself, have denied us the credit for this account which we know we are rightfully entitled to receive. During 1946-47 Mr. Hanselman swung his purchases over very heavily to General Tire. Prior

to January, 1948, at which time he returned to Goodyear 100%, we had several discussions with him regarding his future source of tire supply and definitely did assist in influencing his decision to go along with the Goodyear program. In fact, Hanselman asked our opinion and advice as to whether or not he should select Goodyear or another supplier. We recommended your company because we felt at that time that due to his background of experience he might be benefited to a greater extent, and further, we had no doubt in our minds as to your company's concurrence in our request for credit on the account.

For your information, there has never been any question about our contract being direct with John Hansehran on the sale of gasoline, and also it is important to 3716 recognize that we have loaned a considerable amount of equipment, such as pumps, tanks, lift and air compressor, in addition to other monies expended in the development of the service facilities and appearance of this unit. There is also no question as to the fact that Mr. Hanselman operates his tire business out of the location which we have under lease-contract and frankle, we just cannot reconcile ourselves to your line of thinking in connection with the part we play in this account.

Our associations with your company in the past have been most pleasant and we propose to continue to do everything we can to cooperate with you and your people; however, this particular case has reached the point where we feel our rights are being ignored and I wish to go on record with you at this time that unless favorable action is taken by you and your Company to assure Shell receiving credit on this account retroactive to January 1, 1948, we will have no alternative other than to encourage Mr. Hanselman to find a new source of T. B. A. supply at the expiration of his present annual contract.

We ask that you review this situation, after which we would appreciate receiving your comments and favorable decision to comply with our request.

Yours very truly,

Original signed by R. C. Mueller

Division Sales Manager

Cc Mr. S. Gaylord, Akron, Ohio
Mr. G. L. Switzer, H. O.-New York
Mr. C. H. Mead, St. Louis
Mr. P. A. Houser, Decatur

3718 COMMISSION EXHIBIT NO. 393.

Akron, Ohio

7/8/48

K C Flinn
District Manager
Peoria, Illinois

cc R W Fitzgerald-Chicago

Victor Holt.

R E Clarkson

L R Harrah

CR Mitchell-St Louis

Shell—Re: Hanselman Tire & Battery Company Springfield, Illinois

In the matter of qualifying subject account under our Shell Sales Agreement, as a result of your further investigation and our discussions with our Akron management, it has been mutually agreed to qualify the account, effective June 1, 1948.

In view of this decision, will you please issue a G-1209 for the account covering tires, batteries and C & H M, effective June 1, 1948, with sales credit to Shell accruing from that date.

Mr. Pegg, Mr. Mueller and Mr. Meade of the Shell Division Office—St Louis, are thoroughly in accord with this arrangement and assure us complete cooperation in the further development of the account.

If we can be of any further assistance in the matter, please advise.

Manager-Petroleum Sales Dept

S A Gaylord lfm

3720 COMMISSION EXHIBIT NO. 394A-C.

Akron 16, Ohio Date October 19, 1948

(W) District Instruction No. 1086A

L R Harrah Petroleum Sales

Deliver to

Managers—Districts Western Division Division Operating Manager—Western Div

Subject-Shell Oil Co, San Francisco-Sales Commission Plan

Effective January 1, 1949 Shell Oil Company, Inc., San Francisco will be sold on a sales commission basis, superseding the present Resale Program. It has been mutually agreed also, that this changeover will begin at once on a limited scale and will be completed between now and the first of the year. All changes prior to January 1st should

be effective as of the close of our accounts receivable either October 25th or November 25th.

The following preparatory steps are necessary to insure the change of program with a minimum of confusion. (It will be necessary to expedite action for setting up the special accounts mentioned above.)

### List of Shell Accounts to Participate

Shell will submit a list of all their dealers who will be eligible in its opinion to participate under this program.

It is the responsibility of the District Manager to discuss this list of accounts with the proper Shell representative and mutually agree on the specific accounts to participate under the commission program and as direct Goodyear dealers or as Associate Dealers under supplying dealers and stores.

The District Manager will them assign the approved list of accounts to field representatives (or Store Managers where the account will be sold as a Store Associate Dealer) so immediate contact can be made with the Shell accounts to explain and sell the new program. These contacts should be made before the changeover date so that the Shell Account is not left without a source of supply.

The District Manager will classify each approved account to be sold as a district account for dealer discount, battery classification, and any guarantees just as is done for independent dealers. He will arrange, too, for a source of supply (District, Store, or Dealer) for each Shell outlet. Whenever practical, the District should be the designated supply point.

District should notify by letter these Dealers who are appointed Supplying Dealers. (Field Representatives should make verbal arrangements with the dealers prior to this letter.)

Stores should be notified by letter those dealers for whom they will act as supply point. (This letter will be replaced as soon as possible by approved G-1209 forms.) Approvals

Vice Pres. Finance-

Treasurer-

Secretary-

Comptroller-

Asst. Compt.—Caldwell

Wholesale Oper.—Rhoads

Retail Oper .--

Credit Dept .- Webster

Merchandise Depts .-

Sales Accts.-Mock

Treas. Depts .-

Misc. Depts.—Gaylord

Bryan-

Metzger-

Wright-

Vice Pres. Sales-

Vice Pres. Tire Depts .-

Mgr. Tire Depts.-Holt

Mgr. Trade-Relations-

Mgr. Retail Stores-

Law Dept.-

Mgr. Asst. Mdse .-.

Personnel-

Standard Practice-Gould

Originated by A L Rhoads

Department Wholesale Field Operating

3722 Stores so designated must secure immediately X-606 Shell Commission stamp to identify all invoices and credit memoranda on eligible products as subject to commission. Stores order this stamp from Akron on G1051C.

A list of the approved accounts with proper dealer classification and supply point noted will be submitted to the District Operating Manager for his use.

#### G-1209

Districts and Store will accept the approved list of accounts as authority to pass invoices for sales commission until 6-1209's are issued.

The Operating Manager will use this list to prepare G-1209 forms for all accounts. Distribute in the established manner. This should be done, if possible, before January 1st. (Destroy as of changeover date present B-96 records of accounts operating on approved Shell credit limits.)

## Goodyear Dealer Supply Point

Where a Goodyear Dealer is appointed as a Supply Point for approved Shell Dealers, he will carry the accounts on his own books. It will be the responsibility of the Goodyear Field Representative to arrange for and if necessary to secure each month a copy of the Goodyear Dealers' invoices and credit memos to the eligible Shell account covering eligible Goodyear Products. Form G-1208 can be used if the dealer's billing system does not provide for extra copy of invoices.

These documents will then be handled by the district as explained in special account instructions (Shell Oil Co., New York).

# Price Policy.

Approved Shell Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C & H Mdse, etc.

## Credit Policy

The Shell accounts must establish credit with the Goodyear Supply Point which is to serve them. Shell Oil Company is no longer involved, but will be glad to furnish credit information based on its past experience.

Districts will withdraw all B-96 credit limits being sure to notify dealer and store supply points that no deliveries after the changeover date for the account of Shell are permitted. (Final billing under Shell Resale Program by dealer and store supply points must be cleared immediately after the commission plan is put into effect for the individual dealers.)

The necessary credit information should be secured and appropriate credit limits established as quickly as possible for accounts carried in district accounts receivable.

Shell Dealers may, of course, purchase on a cash or COD basis.

## Disposition of Back Orders

Present back orders as of the effective date of the change should be referred to the Shell Account to determine if the merchandise is still desired. If merchandise is desired, reinstate the order under the dealer's name. Back orders for those Shell accounts assigned to supplying dealers or stores should be referred to the supplying dealers or stores for further handling with the Shell account.

# 3724 Sales to Company-Owned and Operated Stations

Sales to such accounts will be handled under a Marketing Resale Agreement which is explained in the special account instructions (Shell Oil Co., N. Y.).

Billing will be made on B-16 form upon receipt of proper purchase order signed by station manager. Invoices must be rendered to Shell in quadruplicate. All discounts are to be shown on the face of the invoice. Sales to these Stations are not subject to commission and are not to be included, therefore, on the reports of sales which is the basis for payment of commission.

Purchases for Own Consumption

There is no change in instructions pertaining to purchase for own consumption—standard Shell purchase orders will be issued and the regular own consumption discounts are to be extended on the face of the invoice.

Sales for own consumption are not subject to sales com-

#### General

- The new plan accepted by Shell Oil Co, San Francisco, is identical with the present program used by Shell,
   New York. Therefore, use as basis of this program the instructions as outlined in the Special Accounts
   Folder under Shell Oil Co., New York. All Goodyear personnel should review these instructions carefully.
- District Information Letter #1052A announced that Goodyear Dealers, with Akron approval, might be established as supply points for Shell Independent Dealers on Car & Home merchandise. This plan will still be in effect.
- 3. Review instructions in Wholesale Field Operating Manual, pages C-30 through C-30P, to insure correct handling of forms and reports—G-1203, G-1204, G-1205, G-1206, G-1208, G-1209. (Particularly, see C-30K°—C-30M on Shell Oil Co, New York.)
- 4. Shell Oil Co Division Offices will furnish each district, the G-1204 forms filled out except for the figures to be transferred from the G-1205's. Each district will, of course, make a summary sheet for each Shell Division per manual instructions.
- 5. For an excellent general discussion of this program, read the section in the new Field Representatives

Manual under "Oil Company Distribution and Its Importance" (Section VIII, pages 93-195).

6. Goodyear will not be involved in Shell's bonus problem with the accounts in each of its divisions which are transferred to the commission plan before the first of the year. Our regular plan for parment of annual bonus—bonusable purchases projected to an annual basis—will apply.

## 3726 COMMISSION EXHIBIT NO. 395A.-B.

The Goodyear Tire & Rubber Company, Inc.
Mt. Royal & Oliver Sts.
Baltimore 17, Md.

December 19th, 1951.

Mr C H Mead, Jr Shell Oil Company, Inc. 909 E 22nd Street Baltimore, 18, Md.

#### Dear Charlie:

I am returning to you, unsigned, two G-1209's which request that G D Armstrong Co. Inc., of Laytonsville, Md., be approved as a supplying dealer for Laurel Park Servicenter at Laurel Park, Md., and Bowie Shell Service at Bowie, Md.

Approved supply points for both of these dealers are the Goodyear Service Store in Washington and Alfred Stidham Tire Company in Washington, also the Goodyear Tire & Rubber Company District at Baltimore, Md.

Either of these two accounts can certainly be amply supplied by one of the three approved supply points and I suggest that you encourage your stations to please permit themselves to be supplied by one of those three points.

I cannot imagine what advantage they would find in wanting to buy from Armstrong, even tho' I must agree that Armstrong is a very fine organization and one of our most valued dealers.

My reason for taking this attitude is the fact that we very definitely discourage our dealers from selling Goodyear tires outside of their authorized territory, and in servicing either Laurel or Bowie, the Armstrong Company are out of their territory.

A situation of this kind, of course, presents us with a serious problem for, naturally, we are certainly not in a position to dictate to any good dealer exactly where he may sell the merchandise which he purchases from us—all we can do is ask that they remain within the boundaries which we establish. However, in the case of Oil Company stations where we have already authorized and established an ample number of supply points, all with good service, we cannot pay the Oil Company in question a commission on merchandise delivered by a dealer who is operating outside of his territorial boundaries.

I believe that you will sympathize with our position in this matter and that your Field Representatives will courteously request the operators of these stations to buy their Goodyear merchandise from approved supply points. If, however, they refuse to do so I suppose there is very

little you and I can do about it.

3728 Kindest personal regards.

Very truly yours,

Butler District Manager

M

Butler Doolittle
mh
CC—G D Armstrong Co Inc
RD Gaithersburg, Md

#### 3730 COMMISSION EXHIBIT NO. 396A.

The Goodyear Tire & Rubber Company, Inc.

Office of Division, Manager Northeast Division 292 Madison Ave. New York 17, N. Y.

October 9th, 1950

Mr O E Scholz Retail Department Shell Oil Company 50 West 50 Street New York, NY

## Dear Mr Scholz:

I am attaching, for your files, two new sets of complete instructions with reference to our program with your company.

These instructions cover purchases for your own consumption, instructions covering company operated stations, and also instructions on the sales commission plan with reference to your dealers.

Very truly yours,

Petroleum Sales Representative:

R E Sewell

Attachments-2

### 3732 COMMISSION EXHIBIT NO. 396B.

-3-

Resale

9-20-50

# Shell Oil Company

New York, New York & San Francisco, Calif

Marketing Resale Agreement—Company Operated Stations (Commission Basis)

In addition to those operated by Shell salaried employee, Shell also has in operation throughout the country a number of Company Owned Stations which are operated on a commission basis.

Where these stations are involved, the Shell District Manager or Salesman will issue Form D-258 to Goodyear for the stations' initial order of tires, tubes, batteries and car and home merchandise.

Shipment and billing of the initial order covered by the D-258 will be handled strictly in accord with instructions on Salary Operated Station purchases.

Only the initial order will be ordered on D-258 and charged o Shell. All subsequent orders from the station will be billed to the individual managing the station on commission.

Districts will, therefore, establish credit limit on the operator as an individual and handle the account the same as any other District account. District Manager will establish levels at which the account will be billed.

In some instances a dealer or store may be established as a supply point for these stations, in which case the dealer or store will handle and bill the account direct. Sales to these stations, after the initial order (and all back orders thereof) has been shipped, will be included in volume on which Shell will receive commission. Therefore, Shell should submit G-1209 on these stations in accordance with Shell. "Sales Commission" instruction and all billing to the operator as an individual should be stamped "Shell Commission".

Change in Trade Style Only

Replaces Undated Sheet
Remove All instructions for Shell Oil Co., San Francisco

3734 COMMISSION EXHIBIT NO. 396C-H.

Shell Oil Co.

9-20-50

## Sales Commission Plan .

\*The Shell Oil Co., will be paid a sales commission on net sales by authorized supply points) of certain Goodyear products to Shell Franchise Jobbers and Shell Independent Dealers (hereinafter referred to as Shell Accounts), as recommended by Shell and approved by Goodyear District Manager.

\*All sales under this plan are sales by an authorized supply point to the Independent Shell Account. Billing issued to Shell Oil Co. covering purchases either for Shell "Own Consumption" purposes or by Shell Company-operated stations are not subject to sales commission.

Payment of commission will be made to Shell by Akron and will be based on sales reported to Akron by Districts on monthly G-1204 reports.

Establishment of Authorized Supply Points

<sup>\*</sup> Change in Trade Style Only.

Dîstrict Manager will determine supply point for each Shell Account approved.

Goodyear Districts, Field and Factory Field Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for theseaccounts. See Page 1-A for products each class of supply point may deliver.

Establishment of Goodyear Stores and Independent Dealers as supply points for Car and Home merchandise requires prior approval by Akron.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Shell Accounts they serve.

Master Record G-1209

Shell Oil Company will prepare G-1209 on each Shell account which is to participate under the plan. All copies of the form should be approved and forwarded by Shell to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Shell and Goodyear District Manager

District Office will distribute copies as follows-

Original (white)—District Office file

Duplicate (canary)—Shell Oil Company Division Office

Triplicate (pink)—Goodyear Field Representative Quadruplicate (blue) — Supply Point where a Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise must be clearly marked "applies only to Car and Home Merchandise".

If more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Shell Account by letter.

Independent dealer supply points should be furnished a list of the Shell accounts who will buy from them and on whom we ask them to report.

## Credit Policy

All Shell Accounts participating under this plan will establish credit with the Goodycar District, Store or Independent Dealer; which has been designated to serve them. Purchases, may, of course, be made on a cash or COD basis also. Districts must maintain separate B-80 on each COD or cash account.

Replaces Sheet Dated 1-1-50

## 3736 Price Policy

Approved Shell Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

## Products Eligible Under Sales Commission Plan

Sales of the following listed products to approved Shell accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries

Goodyear produced Recaps & Repairs

All Dill and Schrader Valve Merchandise

Sea-Bee Outboard Motors

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vulc-Patch Kits.

(B) When delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries

Goodyear Produced Recaps & Repairs

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors (only if Akron has approved the Store as a supply point for Car & Home Mdse.)

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouses (Only if Akron has approved the store as supply point). Including Tire Chains & Anti-Freeze

(C) When delivery is taken from a Field or Factory Field Warehouse

Goodyear Car and Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights.

Goodyear Repair Materials — The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

<sup>\*</sup> Revision

(D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries

Sea-Bee Outboard Motors (Only if Akron has approved the dealer as supply point for Car & Home Mdse.)

Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse (Only if Akron has approved dealer as supply point). Including Tire Chains and antifreeze.

Products Not Eligible Under Sales Commission Plan

Billing covering products listed hereunder, regardless of delivery point is not subject to commission and is not to be recorded by Stores nor included in G 1204 volume on which commission is to be paid.

3738 Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to

General Electric and Hotpoint Major Appliances General Electric Radios

Motorola Radios, Aerials and Accessories Motorola Car Heaters

\*Magic Chef, Ranges

\*Coleman—Major Appliances as supplied by distributors

<sup>\*\*</sup> Deletion

\*Admiral—Radios, Television and Major Appliances \*Repair Material & Camelback

All types of Equipment—Battery Chargers, Display, Service Station, etc. Advertising and Sales Promotion items.

#### Sales Commission Plan

#### General

All Goodyear shipments will be to the supplying dealer—we will not drop ship to the Shell dealer for account of the dealer.

Important — Careful attention under the Independent Dealer Supply Point handling is required to avoid payment to Shell of duplicated commissions under the following circumstances.

When a Shell account is authorized under this plan, commissions are to be paid only on this Shell account's purchases from his supply point. If this authorized account is the supply point for other Shell accounts, then sales to such other accounts are not eligible for commission as such would result in our paying commission to Shell on the original sale and then paying a second commission on the same merchandise when it was resold to the other Shell Account.

The instructions outlined above under "Independent Dealer Supply Points", therefore, are applicable only if the dealer supply point is not an oil company approved commission account.

## Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G-1209 of specified Shell Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will notify store of change by copy of G-1209. Upon receipt, Stores must immediately revise their records.

It is suggested that stores file the visible G-1209 form in their stock ledger binder for ready reference. Stores receiving lists of accounts from their District Manager should order supplies of blank G-1209 forms with which to establish their visible system:

Special Instructions Covering Store Car & Home Supply Points.

Only those stores specifically approved by District Manager, (after approval by Okron) may operate as Car & Home Supply Points.

When so approved supply point stores may sell and bill to specified Shell accounts any Goodyear Car and Home merchandise stocked at our Field Warehouse and Sea-Bee Outboard motors. Brake Lining and related merchandise, General Electric and Hotpoint Major—Appliances, GE Radios and Motorola Radios and Heaters are not involved under this arrangement.

The Shell Accounts' buying price should be either dealer or distributor price net except for cash discount. Quantity shipping allowance will not apply. Annual Bonus will

be paid if earned

3740 Payment of Commission .

Akron will pay all commission to Shell in connection with this plan. Rates of commission varies by type of Shell account, and type of product, therefore it is of the utmost importance that all Shell accounts be correctly classified on G-1209 records and also when reported on G-1204 so that the correct amount of commission will be computed by Akron.

Rates of Commission follow-

(A) Approved Petroleum Jobber or Petroleum Distributor

All Merchandise (except Resolute Battery Volume)

Resolute Battery Volume 71%

Identified on G-1204 and G-1209 as Oil Company Franchise Jobber or Distributor.

Car and Home Merchandise—If account is approved Car & Home Merchandise Wholesaler, 7½%

Identified on G1204 and G1209 as approved Car & Home Jobber

(B) Approved Oil Company Dealer (not Jobber or Distributor)

All Merchandise (except Resolute Battery Volume) 10%

Resolute Battery Volume 71%

Identified on G-1204 and G-1209 as Oil Company Dealer

Car and Home Merchandise—If account is approved Car & Home Merchandise Wholesaler 7½%

Identified on G1204 and G1209 as approved Car and Home Jobber.

Change in Trade Style Only

## 3742 G-1204—Reports

Volume subject to sales commission must be segregated under the following classifications:

- (A) All new tires and tubes including seconds, recaps and repairs, special priced stock, motorcycle, bicycle, truck farm, industrial and wheelbarrow tires and tubes but excluding airplane tires and tubes.
- (B) Goodyear batteries including farmlight, battery
- (C) Resolute batteries
- (D) Car & Home and other products subject to commission not detailed above.

(See Page 1A—Shell Special Account Instructions).

Commission is payable on the above merchandise only if delivery is made in accordance with schedule on page 1A of Shell Special Account instructions. Credit memos should be deducted from respective commission volume accumulations:

Recording of Volume for Accounts on District Ledgers

\* Tire and Tube Volume

Post bonusable items including credits for experimental Truck Bonus to the B-80 statistical section as usual.

\* Non Bonusable Tire and Tube items such as Motor-cycle, Bicycle Tires and Tubes, etc., which are eligible under the sales commission plan are to be posted in the blank column of the B-80 at the time postings are made to the B-80. Post at merchandise net invoice level.

\*\* Goodyear Automotive Batteries Including Farmlight

Post Bonusable items to B-80 statistical section in usual manner. Enter net battery volume on G1204

\* Resolute Batteries

Resolute volume should be entered on B-80 in the appropriate column of the statistical section. This volume must be kept entirely separate from Goodyear Battery volume accumulations.

Car & Home Merchandise & Miscellaneous

Post to Statistical Section of B-80 such volume which is subject to sales commission. Enter on B-80 at net invoice price after deduction of all allowances. Include only items specifically designated as applicable for sales commission.

<sup>\*</sup> Revision

Deletion

# Recording of Volume for Accounts Sold by Stores and Supplying Dealers

Sales of merchandise subject to commission by dealer and store supply points to approved G-1209 accounts is to be entered to B-80 statistical section of ledger sheet as outlined in Wholesale Field Operating Manual page C-30B.

#### Distribution of G-1204

Copy # 1 and # 2—Oil Company District Office
# 3—Statistical Division Sales—Accounting Dept, Akron
# 4—District Manager
# 5—District File
# 6—Petroleum Representative

3744 Delivery of tires and tubes to Shell Oil Co., Jobbers by supplying dealers

Upon approval by Akron and the Division Manager, Goodyear dealers may be established as supply points for tires and tubes sold to Shell Jobbers. The supplying dealer will receive 7½% commission based on contract dealer prices for all tire and tubes delivered to Shell Jobbers. Under this arrangement, supplying dealer will bill Goodyear District for all tires and tubes delivered to Jobbers for the account of Goodyear.

### Products

Only Goodyear tires and tubes are to be handled under this plan, other Goodyear products may be purchased by the Jobber from his usual source of supply.

## Credit Approval

District will provide supplying dealer with a monthly credit limit on each approved Shell Jobber. Credit limit will cover deliveries during the statement month and will be considered as renewed with the close of each statement. Limit should be based on contract dealer price with deliveries recorded at the same level. Any deliveries beyond the approved credit limit become the supplying dealer's responsibility. Cash or COD deliveries may not be made by supplying dealer under this arrangement.

#### Purchase Orders -

Jobbers will present purchase order for tires and tubes directly to the supplying dealer made out to the Goodyear Tire & Rubber Co. Inc. Telephone or verbal orders may be accepted, however, supplying dealer will be responsible for determining that delivery is made only to authorized representative of the Jobber. Supplying dealer will obtain signature of Jobber or common carrier on each delivery and must be in a position to prove delivery in the event of dispute. Supplying dealer will bill the District daily for all deliveries made under this plan attaching to such billing the Jobber's purchase order if available.

## Billing

District will issue "R" invoice billing to Jobber daily as billing from the supplying dealer is received. "R" credit memo should then be issued to the supplying dealer for the merchandise delivered, plus 7½% commission. Credit memo will be priced at dealer's baying level and will be deducted from bonusable volume.

## Transportation

All deliveries or shipments to the Jobber's bulk plant will be made by supplying dealer, transportation charges collect. Drop shipments to the Jobber's associate dealers are not permitted.

Commission to Shell Oil Co.

Shell Oil Co. will receive 5% commission on deliveries under the above plan instead of 7½%. Districts must arrange to keep such billing to the Jobber segregated on B-80 from volume covering deliveries by the District or other approved supply points under the regular commission program. This can be accomplished by earmarking volume under the regular plan as entries are made to the Statistical Section of the B-80.

## 6-1204 Reports

Tire and tube purchases by Jobbers under this plan will be broken down between 5% and 7½% on G-1204 reports, but in the current month column only. Show total for 7½% volume and separate total for 5% yolume, earmarking the latter by the suffix "5%". When totaling G-1204 pages include the Jobber's volume subject to 7½% on line "J' in usual manner. At bottom of G-1204 write in volume subject to 5% as follows, "tire and tube deliveries this month by Goodyear dealer for account of Goodyear \$ (Show total of all 5% volume on page)"

\* In preparing summary G-1204 sheets, show the following separate totals on tires and tubes at the bottom of the page (current month tire and tube column only).

- .1. Show total of 7½% purchases on line "J"
  - 2. Show total of 5% at bottom of G-1204 as outlined above. (Must agree with total of amounts written in at bottom of individual G-1204 sheets).

In completing year to date section of G-1204 (both individual and summary) show only one figure for total of 5% and 7½% purchases and in totaling this section include 5% purchases in same figure with 7½% volume and insert on line "J".

Replaces Page Dated 1-1-50 Revision

## 3746 COMMISSION EXHIBIT NO. 397A.-B,

The Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

January 30, 1953

Mr George L Switzer Shell Oil Company 50 West 50th Street New York, New York

### Dear George:

We all recognize that in your T.B.A. sales tires and tubes represent the preponderance of dollar volume—somewhere between 70 to 80% as a matter of fact.

On this premise, therefore, our combined efforts should be directed to explore every opportunity to increase the sales of tires and tubes.

What are the ingredients to successful tire merchandising through service stations?

In our book they line up in importance about this way:

- 1. Service
- 2. Stock of merchandise
  - 3. Display of merchandise
  - 4. Point of sale advertising
- 5. Enthusiastic solicitation

Our purpose in writing concerns points three and four.

Realizing that service station operators generally have space and financial limitations, we suggest this idea which we know will increase tire sales yet circumvent these limitations.

Tire selling, like car selling, is a "horse trading" business, therefore, any successful tire operation is, or should be, in the used tire business.

And used tire merchandising alone can be profitable, but more important it can help increase new tire sales.

We all know the value of mass display—the used car lot with two or three hundred cars—chain groceries with tables loaded high with one product, etc.

3747 That is display and advertising in one package and is very effective in selling merchandise.

Here is a plan being used successfully and we suggest it be tried in some of your more aggressive stations.

/ Build a two tier tire rack 15 to 20 feet long, at rear and joined to the station building, facing the court. /

Such a tire rack can be used two ways.

All used tires even "junkers", after being cleaned up, segregated by size and amount of serviceable wear remaining and prices, can be displayed most effectively.

Used tires are bought—not sold, and used tire buyers certainly will "shop" such a display. Here is a "live" new tire prospect either on the spot or in the future.

A chain or cable run through the tires with a lock arrangement, eliminates the need for removal at night.

The other plan is to accumulate 50 or so junkers and have these wrapped and displayed along with the salable used tires.

In most large cities a dealer or retreader has a tire wrapping machine and this service can be obtained. Dealers in areas where there are tire factories can arrange this service through them:

In the interest of increasing your dealers' profits, your commissions and our sales, we would like to have your approval for promoting this merchandising idea.

If you agree we will supply our sales organization with the necessary information and data, who in turn will promote the program with your field people and dealers.

There will be some expense involved—iron pipe or ordinary 2" x 4" lumber, a long chain, lock and labor,

You, of course, will decide whether this should be considered part of the station equipment, or whether your dealer bear the expense. We would be guided by your decision.

Repeating, tires and tubes make up 4 of your total T.B.A. sales. Here's a program that will substantially increase your dealer sales and profits. We know it has real merit and recommend that it be used.

We will appreciate your views and if agreeable we will start on it immediately to be ready for the heavy tire buying season ahead.

Yours very truly.

J W Basista Petroleum Sales Department

J W Basista lfm Harrah HetroleumCales Akron

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This will confirm with you in a broat manuse the fundamental einedples of our contemblishing Commission lies under which the Challlow York Congress and operating as of a own date.

Allowage cast to unde for regarding on understanding on any specificus that saight develop as we cake experience in working under this plan with you and on any joints we may, theorem overalist, out herein.

inter the involuntiality Consisted which we would obtained you on a bests outlined later in this letter, for actively emissing us in calling in promoting the cals of our merchanites through such integrates that possible outliets as any otherwise in or propose to copyre in the cals of your products and as a read upon in writing with you free them to time.

It is understood that you would estimately curtain responsibilities in that your field representatives would call upon such customer in company with our sulcasses or otherwise and conjustes and conjust and excist us in our efforts to promote and encountry the cale of our provinciality by the customer to since outh calculation the cale by us. You would see that your field offices werk empystically with us with the view to manisting us to the fullest precticable extent to prefer the encountries with all such customers and you would excise the patent the encountries with all such customers and you would excite all puts on your parts.

Under the plan Shall and Goodpear would agree upon the list of Declare on whose purchases a consistent would be ested by Challe. It is include to assume that all lealess now purchasing our products through you would be approved to operate under the Consistent Tens. Any future would be approved to operate under the Consistent Tens. Any future with the operation of teless would be by against approximate

the would call these walow on a direct basis for the account of Coodynery or on an Associate Dealer basis through our Stewn or Independent Scalery. This, at the election of Cookyests

## etal Malament of utilizations at 27 odestu-

Cookpour Materiot ... Income will determine u. 2. what for cocks well account a moved. Cookpour Materioto, hold we'd western fold metamore, cookpour Corrier states, as analysis halo metamore, and control of a metamore, and control of the metamore fold metamore accounts them as a proposed by analysis hardest assume to unique the accounts that halo delivery of the accounts into, industrially, and control of the fall accounts they accounts they

#### Crolls Policy

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Approved thell accounts under this plan will purchase their repairwounts on the same backs as any male endent bealer at the school and discounts for which they our quality is according with modyser regular sales program for Three, Trices, actuaries, Carrent loss northwalter, etc., in effect at these of shipments

#### Opendanden Dendo

Consistions are joyable on the not jurches price of loodyner inschanties. Tempolity this would be invoice level, however, it is necessary to periodically adjust the volume to allow the council discounts not reflected on our invoices.

# Inchesia Al-Rile Union Sales Constantes Plan

As Jun College, is taken from amiler latting assent by Goodpar Ristrict Office -

All noother lives 'Dies (compt Airpless) incl. Seconds.
Coother Asterolary Carditat Saturders Dutter, Oshless, Seconds Determines, Speins, All Mill circular Value Sandamo.
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Sucheur hare Statutet Of Some extendity in Los Argules, Acresses, and Percelon, Portland, Sentile, & clean, Salt Lake, Amount and

iner the end of this year Loss Contract delivery points will be inserted by the addition of a bound District. The it aso stock thereafter will be handed through technology appoint that points

to less two Hold series on far had have harded for - one in less territors and one in forthands

to him to store in triama, (althornia, sugar and moduleton, in all major eddies so have eddier loudyner despoir well stocked and employed independent below. In other words, we will records for adequate delivery service for all types of theil assumbs.

is find the proposed charp in then will not came my paper dislocation of highly chare which have eminfectorily served their fellitures for many years. Asthonory, our experience vertical with hall in the fact has been noticisatory and will est an a paids in our contemp operation.

Under the Commence, Lin of constant Links count earn conduction on the Can weekers, ofther for conjunct quested stations, or on the Commention,

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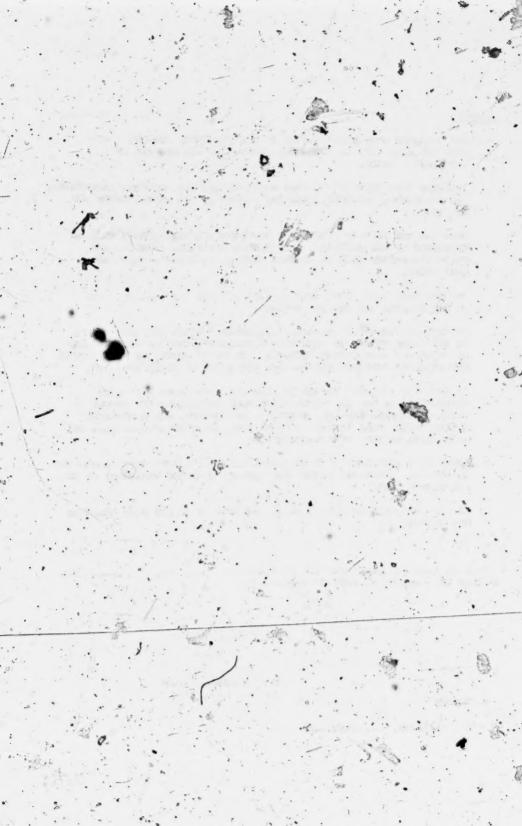
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# 3756 COMMISSION EXHIBIT NO. 399A.-C.

# Shell Oil Company

# Schedule "A"-Part 2-3-4

	Service Stations							
	."C"	."L".	DL'	, OD,,	Total J	obbei		
Albany	14 11	4 .	8.3	3				
Burlington	, 5	13	. 8	13	39	10		
Rensselaer .	.32	53	33	37	155	8		
Syracuse	20	13	13	11	57	6		
Utica	10	16	17	23	66	9		
Total 9	. 67	95	. 71 '	84	317	33		
Atlanta	· sal					1		
Atlanta	14 -	55	. 24	25	118	28		
Chattanooga	22	43	17	12	94	19		
Columbia.	19	43	10	33	.105	31		
Jacksonville	33	23	10	18	84	19		
Miami	23	41	15	5	-84	_		
Tampa	32	27	25	14	98	12		
Total	143	232	101	107	583.	109		
Baltimore								
Baltimore :	15	. 59	8	16	. 98	-15		
Charlotte	15	30	. 8	42	95	16		
Raleigh	13	31	5	24	. 73	23		
Richmond	22	· 36	4	. 12	74	28		
Washington	11	46	2.	10	69	-		
Total ·	76	202	27	104	409	82		
Boston					. 1	1.		
Boston	10	78.	72	31	191	1		
Connecticut	. 10	65	37	64	176	2		
Maine .	. 8 .	30	48	20_	106	13		
Rhode Island .	. 4	56	33	3-59	,152	5		
Worcester	4	. 27	58	42	131	9		
Total	36	256	248	216	756	29		

						***
New Orleans						Di.
Birmingham	30	24	6.	33	93	38
Houston	44	. 64	2 1	. 7	117	
. Jackson	10	5	3	2	20	33
Memphis	6	31	10	9	52	18
New Orleans	. 10	. 37	10	35	92	20
Total	100	161	270	86	374	117
		r -			2	
3757						
		1.		. 6		
New York						-
Brooklyn		19	58	64	141	-
Long Island	39	.51	69	59	218	1
Mt. Vernon	5	51.	55	39	150	1
Newark	21	95	59	41	. 216	3
Queens/						
Manhattan	4	14	86	83	187	-
Trenton	. 2	62	* 37	24	125	
Total	71	292	364	310	1,037	5
	10/-					
Chicago		•				
Chicago-North	28	59	99	4	190	
Chicago-Central	17	56.	89	16	178	-
Chicago-South	23	43	. 104	9	179	
Green Bay	. 22	35	5,	5.	67	30
Milwaukee	26	72	. 27 .	10	135	11
Peoria	. 12	45	34	6	97	. 13
Rockford	20	39	13	6	78	13
Total	148	349	371	56	924	67
Cleveland						
	17	40	13	14	. 09	6
Akron	17	49 48	18	17	93 96	3
Cleraland	13	. 75	19	17	125	. 3.
Cleveland	10	44	16	20	90	5
Columbus	6	41	5	. 8	60	5
Dayton	15	63	20	15	113	
Toledo						
Total	75	320	91	91	577	33.

		8	52		.6	
Detroit	•		6			11
Dearborn	18	57	52	34	161	1.
Detroit	30	75	70	.29	204	-
Grand Rapids	3	50	20	16	89	8
Saginaw		20	15	22	57	. 19
Total	51	202	157	101	511	28
Indianapolis		. »,.	•		1.5	
Evansville	6	27	15	10	58	. 14
Fort Wayne	. 13	42	13	34	102	10
Indianapolis	17	56	19	16	108	10
Louisville	13	29	7	6	55	25
Total	49	154	54	66	323	56
Minneapolis .	٠.		,			
Des Moines	14	17	. 5	3	39	20
Duluth	4	.8	2	. 2		33
Tri Cities	17	34	14	13	78	12
Twin Cities	29	44	16	. 4	93	33
Winona	5	21	21	4	51	15
Total	; 69	124	58	26	277	113
3758	10.		+0			140
St. Louis			-			
Cape Girardeau	3	19	20	13	- 55	22.
Columbia	3	6	7	7	23	18
Decatur	14	21	21	2	58	17
St. Louis	36	.64	61	27		1
Wood River	19 .	28	24	13	84	13
Total	75	138	133	62	408	71
Shell American	_	. 99	78	50	227	
Honolulu	-	28 .	23	105	156	
Los Angeles			* .	enti.		
Los Angeles	6	91	5	41	137	
Pasadena	_	121	10	68	199	2
Phoenix		54	6	111	171	17.
San Bernardino	.2	38	4	61	105	. 5
San Diego	_	57	. 11	37	105	. 4
Santa Monica		111	. 4	88	203	
Wilmington	1	110	. 4.	44	158	_
Total	• 2	582	. 44	450	1,078	28
					-1000	

- V	. 0					
Portland	. OF			• 10		
Boise	. 0	21	4	32	57	10
Eugene	9	55	12	129	205	6
Portland	29	87	26	205	347	. 7
Total	38	163	42	366	609	23
4						
Sacramento *	. 4		*	,	0 .	
Fresno	8	64	6	111	- 189	3
Reno	1	.5	1 .	12	. 19.	20
Sacramento	11	87	2	144 .	244	-5
Stockton	. 4	37	. 4	58	103	. 9
Total.	24	193	13	325	555	37
San Francisco .						
Oakland	1	85	7	56	149	-
San Francisco	. 2	98	3	50	e 163	-
San Jose	2	64	5	55	126	-
Santa Rosa	2	56	6	84	148	-
Total	7	303	21	245	576	
Seattle	- 1		,			
	25	60	23	117	225	. 1
Seattle		35	. 9	115	175	: 7
Spokane	16			93	152	. 8
Tacoma	4 -	40	11-			
Total	49	135	43	. 325	552	16
Total Company	1,080	4,028	1,966	3,175	10,249	847
. 0						all value and a

Shell Oil Company's records do not generally disclose whether a reseller outlet is or is not a service station; these figures therefore include sales to restaurants, grocery stores, garages, parking lots, etc., which resell gasoline either at retail or to retailers.

# 3759 COMMISSION EXHIBIT NO. 400A-B.

March 7, 1957

### Memorandum

Re: Docket No. 6486-List C-Goodyear

Set forth below are comments with respect to the various items included in the Commission's typewritten request for material and data, undated, entitled "List Coodyear."

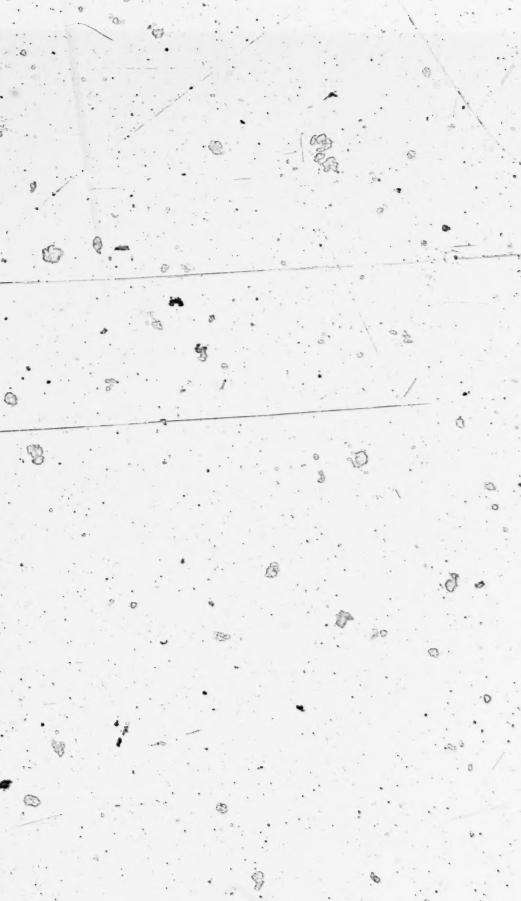
### Item No.

#### Comments

- 5A. Note: Goodyear has no knowledge or information whereby it can classify oil company retail outlets as clessee, contract, etc." or oil company distributors as "consignees, etc."
- 5C(c). Note: Column headed "Number of Retail Accounts" includes Goodyear dealers and associate dealers which are served by Goodyear stores.
- 5D. Note: There is some duplication of associate dealars and dealers which cannot be avoided. Dealer figures do not include distributors or associate dealers served by Goodyear stores.
- 7A. Note: There is a possibility of duplication in the number of stores acting as "O. C. S. D.'s" due to the fact that the same store may be acting as "O. C. S. D." for both the parent oil company and its subsidiaries or affiliates.
- 3760 7B. Note: There is a possibility of duplication in the number of dealers acting as "O. C. S. D.'s" due to the fact that the same dealer may be acting as "O. C. S. D." for both the parent oil company and its subsidiaries or affiliates.

- 8A. Note: There is some duplication in items 2 (warehouses) and 4 (Goodyens dealers) which cannot be avoided.
- 8B. Note: Due to the facethat Goodyear districts overlap Atlantic Refining Company marketing regions and both companies' districts overlap state boundaries there are a number of states serviced by more than one warehouse.
- SC. Note: Column headed "Total Number Dealers Signed" includes both Atlantic retailers and distributors.

· Cahill, Gordon, Reindel Ohl



Commission Exhibit No. 400C.

COMMISSION EXHIBIT NO. 400C.

The Goodyear Tire & Rubber Company, Inc.

Domestic Sales Data

Contract Sales and Commissions to Oil Company Customers Under the Sales Commission Plan
Tires, Tubes, Batteries & Equipment and Other TBA Products

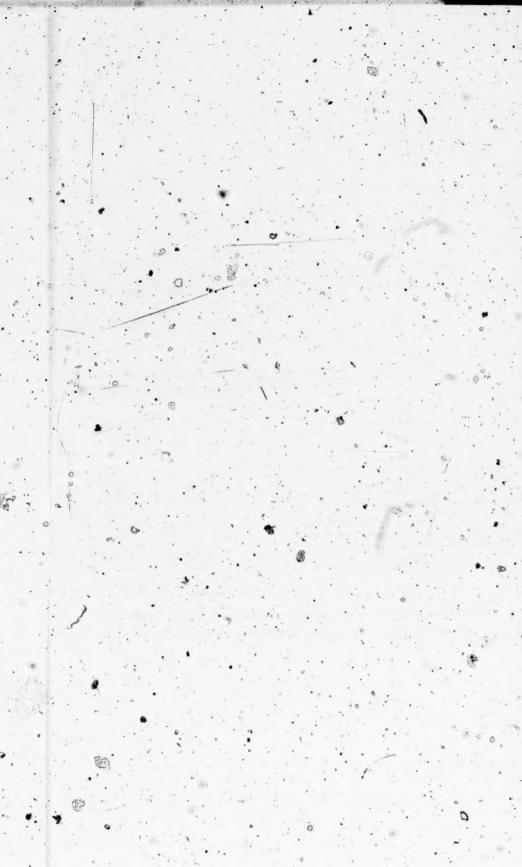
	1953 1954 1955 Thru June 20, 196							
	Volume	Commission Paid	Volume	Commission Paid	Volume	Commission Paid	Volume	Commission Paid
	1,000,549 5,067, <b>5</b> 65	\$ .89,747.66 500.436.61	\$ 979,491 5,284,743	\$ 90,442.94 523.047.71	\$ 356,815 1,524,068 50700,121	\$ 29,817.38 134,069.55 \$557,598.75	\$ 420,099 850,452 - 3,133,905	\$ 34,065.24 75,745.61 296,988.15
The Carter Oil Company The Frontier Refining Company	1,209,079 225,269	101,974.46	1,304,769 164,659	112,276.47 13,695.38	1,646,224 30,293	143,237.02 2,487.77	801,552 1.172.946	68,091.18
Quaker State Refining Co—Sterling Oil Div Richfield Oil Company and Rio Grande	1,362,259 67,095 <del>533,691</del>	125,579.13 6,672.39 52,308.57	1,730,233 47,459 482,469	158,606.06 4,745.90 47.853.48	2,131,277 210,095 549,740	197,683.91 20,873.23 54,24851	114,931 256,072	11,474.44 25,150.33
The Shamrock Oil and Gas Corporation Shell Oil Company and Subsidiaries Sinclair Refining Co and Subsidiaries	461,647 7,984,085 1,699,655	42,250.52 1,644,916.52 156,664.39	556,965 18,444,530 1,649,932	49,792.15 1,684,368.08 153,236.85	$\begin{array}{c} 605,061 \\ 21,298,612 \\ 2,052,435 \end{array}$	52,421.77 1,929,209.93 187,212:94	$\begin{array}{r} 323,031 \\ 11,212,306 \\ 576,304 \end{array}$	26,631.50 1,007,977.92 47,864.10**
Total \$2	9,600,884	\$2,739,427.27	\$30,645,250	\$2,838,065.02	\$36,104,741	\$3,308,860.76	\$18,861,598	\$1,702,002.21

<sup>\*</sup> Effective May 16, 1955, this corporation became Q-X Sunray Oil Company.

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<sup>6</sup> Commission Earned Thru 6-20-56, Payment to be made at the end of the year.



B-E

3762

#### COMMISSION EXHIBIT NO. 400E-F.

Confidential

Trist C

Item 4

The Goodyear Tire & Rubber Company, Inc.

*		Sales	
	Year and Month	Volume	Commissions
•		\$303,319	\$29,616.51
	July 21, 1951 thru August 20, 1951	237,297	23,534.90
	August 21, 1951 thru September 20, 1951	239,745	.23,410.93
0	September 21, 1951 thru October 20, 1951	244,563	23,942.50
	October 21, 1951 thru November 20, 1951.	267,658	26,095.83
1	November 21, 1951 thru. December 31, 1951	297,342	28,983.53
	January 1, 1952 thru January 20, 1952	235,148_	23,557.54
	January 21, 1952 thru February 20, 1952	264,675	
	February 21, 1952 thru March 20, 1952	206,193	20,259.45
	March 21, 1952 thru April 20, 1952	264,709	26,063.68
	April 21, 1952 thru May 20, 1952	325,333	32,240,81
i.	May, 21, 1952 thru June 20, 1952	366,398	36,227.26
	June 21, 1952 thru July 20, 1952	451,616	44,723.73
	July 21, 1952 thru August 20, 1952	466,773	45,935,58
	August 21, 1952 thru September 20, 1952	444,167	6 43,701.60
	September 21, 1952 thru October 20, 1952	391,857	38,715.83
	October 21, 1952 thru November 20, 1952	370,975	36,284.98
	November 21, 1952 thru December 31, 1952	388,046	38,132,88
	January 1: 1953 thru January 20, 1953	359,563	35,578.73
	January 21, 1953 thru February 20, 1953	363,740	35,932.35
	February 21, 1953 theu March 20, 1953	282,375	27,994.15
	March 21, 1953 thru April 20, 1953	311,233	30,549.25
	April 21, 1953 thru May 20, 1953	461,429	45,556,33
	May 21, 1953 thru June 20, 1953	460,834	45,718.48
	June 21, 1953 thru July 20, 1953	491,075	48,258.25 *
	July 21, 1953 thru August 20, 1953	530,202	52.224.83
	August 21, 1953 thru September 20, 1953	569,430	56,593.23
	September 21, 1953 thru October 20, 1953	435,578	43,182.95
	October 21, 1953 thru November 20, 1953	441.971	43.675.38
	November 21, 1953, thru December 31, 1953	360.135	35.172.68
	January 1, 1954 thru January 20, 1954	409,801	40,727.33
3	January 21, 1954 thru February 20, 1954	-466,977	46,146.23
	February 21, 1954 thru March 20, 1954	355,699	35,070.58
	March 21, 1954 thru April 20, 1954	354,330	35,126.80
	April 21, 1954 thru May 20, 1954	354,904	35,072.78
	May 21, 1954 thru June 20, 1954	481,401	47,751.98
	June 21, 1954 thru July 20, 1854	562,388	55,524.45
	July 21, 1954 thru August 20, 1954	463,372	
	August 21, 1954 thru September 20, 1954 *	412,389	40,859.30
	September 21, 1954 thru October 20, 1954	480,761	47,478.98
	October 21, 1954 thru November 20, 1954	478,928	47,554.00
	November 21, 1954 thru December 31, 1954	463,793	a 45,900.70

Year and Month	Sales Volume	Commissions	
January 1 1955 thru January 20, 1955	\$432,423	\$43,080.65	
January 21, 1955 thru February 20, 195	5 473,637	47,002.68	
February 21, 1955 thru March 20, 1955	. 301,700	32,696.30	
March 21, 1955 thru April 20, 1955	440,182	43.002.75	
April 21, 1955 thru May 20, 1955	403,770	40,001.03	
April 21, 1995 thru stay 20, 1995	480.106	47,470.65	
May 21, 1955 thru June 20, 1955	482,369	47,883.90	
June 21, 1955 thru July 20, 1955	522,087	51,397,00	
July 21, 1955 thru August 20, 1955		57,115.58	
August 21, 1955 thru September 20, 195		51,328.70	
September 21, 1955 thru October 20, 19		48,356.81	
October 21, 1955 thru November 20, 19 November 21, 1955 thru December 31,		48,262.70.	
	the second second second	52,326.43	. e
January 1, 1956 thru January 20, 1956		55,577.40	-
January 21, 1956 thru February 20, 196		37,115.08	
February 21, 1956 thru March 20, 1956	519,834	42,924.06	
March 21, 1956 thru April 20, 1906	TOO, OLD	52,390.13	
April 21, 1956 thru May 20, 1906	544,576	56,655.05	
May 21, 1956 thru June 20, 1956	579,032	00,000,00	

## 3764 COMMISSION EXHIBIT NO. 400F-G.

Confidential

List C Item 5A

Number of Oil Company Accounts to Whom Sales Were Made Subdivided by Retail Outlets and Distributors With Dollar Volume of Sales to Each Class

Year	Number of Retail Outlets	Sales	Number of Dis- tributor Outlets	Sales Volume (Dollar)
1950	2.			
Ashland Oil Company	. 26	\$ 38,597	15	\$ 217,999
Atlantic Refining Company		121,142	3	44,436
· Richfield Oil & Rio Grande	251	419,981	de m	10,032
Shell Oil Co & Subsidiaries	4,813	10,299,946	399	3,005,114
Sinclair Refining Company & Subsidiaries	945	997,186	67	127,077
Total	6,139	\$11,876,852	484	\$ 3,404,658
1951			- 00	\$ 280,670
Ashland Oil Company	36	\$ 138,470	22	213,220
Atlantic Refining Company	1,003	2,232,588	23	
Richfield Oil & Rio Grande	167	548,763	1	17,003
Shell Oil Co. & Subsidiaries	4,233	8,327,627	335	3,536,898
Sinclair Refining Company & Subsidiaries	963	1,137,544	104	264,541
Total	6,402	\$12,384,992	485	\$ 4,312,332

	Number	Sales	Number	Calas
	Retail	Volume	of Dis-	Sales
Year .	Outlets	(Dollar)	Outlets	(Dollar)
	Outrets	(Donar)	Outlets	(Dollar)
1952				/
Ashland Oil Company .	78	\$ 526,668	35	8 411,455
· Atlantic Refining Company	1,093	3,928,399	. 21	247,491
. Carter Oil Company	52	25,389	83	110,900
Mid-Continent Petroleum Cor	p 218	343,403	55	156,800
Richfield Oil & Rio Grande	203	529,198	1	
Shamrock Oil & Gas Corp	50	200,000	'8	68,394
Shell Oil Co & Subsidiaries	4,074	11,522,537	340	5,083,133
Sinclair Refining Company &		1		
Subsidiaries	820	1,149,045	122	456,064
man de la	4 700	240,004,000		
Total	6,588	\$18,224,639	665	\$ 6,534,237
1953				
		. 2		
Ashland Oil Company	125	\$ 675,503	47	\$ 550,313
Atlantic Refining Company	1,254	4,814,768	21	252,797
Carter Oil Company	160	451,739	119	757,340
Mid-Continent Petroleum Cor	p 458	945,994	72	416,265
Quaker Sjate Oil Refining Co		65,610	1.	1,485
Richfield On & Rio Grande	194	521,299	1.	2,382
Shamrock Oil & Gas Co Shell Oil Co	67	311,512	14	150,135
Sinclair	4,913	12,483,882	368	5,500,203
Sinciair	923	1.167.610	155	532,045
Total	8.118	\$21,437,919	797	0 :0 100 0
3765	0.110	921,901,010	191	\$ 8,162,965
3103				
A				
1954		F 40		
Ashland Oil Company	166	\$ 637,953	45	\$ 506,197
Atlantic Refining Co	1,420	5.067,678	20	217,065
Carter Oil Company	188	614,961	998	689,808
Mid-Continent Petroleum Corp	595 .	1,182,755	81	547,478
Quaker State Oil Refining Co	0 23	47,459	42.	-
Richfield Oil & Rio Grande	175	466,731	1	. 15,738
Shamrock Oil & Gas Co	. 67	326,383	26	230,582
Shell	4,845	12,568,831	392 *	5.875.699
Sinclair	799	1,179,678	133	470,254
	0.450		_	
Total	8,278	\$22,002,429	796	\$ 8,552,821
1955	:5		*	
Anderson-Prichard	79	\$ 122,274	37	8 234,541
Ashland Oil Co & Subsidiaries	260	965,904	50	588,457
Atlantic Refining Co.	14790	5.385,834	22	314,287
Carter Oil Company	326	837,505	98	808,719
Mid-Continent Petroleum Corp		1,569,304	80	561,973
Quaker State Oil Refiring Co	. 30	208,278		1,817
Richfield Oil & Rio Grande	251	532,575	2	17,165
Shamrock Oil & Gas Co	68	309,175	. 18	295,886
Shell	5,931	14,292,735	401	7,005,877
Sinclair Refining Company &	. 000	1 900 070	-	007
Subsidiaries	993	1,366,656	158	685,779
		-		
) Total	10,525	\$25,590,240	905	\$10,514,501

1956 (First Six Months)	. 1		0			+ + 1
Anderson-Prichard	83	\$ 125,743		51	. \$	294,356
A Ashland Oil Company	237	913,843		. 41		302,953
Atlantic Refining Co	1.419	2,982,272		21		151,633
Carter, Oil Company	213	354.467		81		447.085
Quaker State Oil Refining C	0 17	114.892		_	4	39
Richfield	212	246.194		-		9,878
Shamrock Oil & Gas Co	51	129.12#		39		193,547
Shell	3.757	7.563,949		.449		3,649,540
Sinclair	532	425,320		115		403.765
D-X Sunray	.797	S\$2,279	- 5	83		330,712
Local Contract		· Y	,	-		
Total .	9,318	\$13,698,083		882	. 8	5,783,238

<sup>\*</sup> Effective May 16, 1955, this corporation became D-X Sunray.

### 3766 COMMISSION EXHIBIT NO. 400H-K.

Confidential

List C Item 5C(c)

Number of Retail Accounts and Distributors Signed to SCP Agreements for the Period June 1950 Thru June 1956

Accoun's Signed Number of Retail Number of Date Distribu Name of Oil Company (Year) Accounts Ashland Oil & Refining Company 1950 38 Atlantic Refining Company Philadelphia & New Jersey Region 152 1950 1950 310 Richfield Oil Corporation 1950 7,599 Shell Oil Company 1950 1.307 77 Sinclair Refining Company 51 105 Ashland Oil & Refining Company 1951 Atlantic Refining Company 1951 604 3 New England Region., 423 19 New York Region 1951 1. 310 Philadelphia & News Jersey Region 1951 1,337 23 Total Atlantic-All 3 Regions 1951 Richfield Oil Corporation 204 1 Shell Oil Company 1951 6,763 407 Sinclair Refining Company 1951 1,348 108 138 118 Ashland Oil & Refining Company 1952 Atlantic Refining Company 3 1952 644 New England Region 17 1952 431 New York Region 261 1 Philadelphia & New Jersey Region 1952 21 1.336 · Total Atlantic-All 3 Regions. 123 1952 96 The Carter Oil Company 541 1952 68 Mid-Continent Petroleum Corp 241 Richfield Oil Corporation 1952

	6	Accoun	ts Signed
		Number	
	Date	of Retail	Number of
Name of Oil Company	(Year)	Accounts	Distributor
The Shamrock Oil & Gas Corp	1952	69	. 9
Shell Oil Company .	1952	7.581	441
Sinclair Refining Company	1952	1,154	165
Ashland Oil & Refining Company	1953	221	162
Atlantic Refining Company		•	
New England Region	1953	658	3
New York Region	1953	479	18
Philadelphia & New Jersey Region	1953	383	
Total Atlantic-All 3 Regions		1,520	21
The Carter Oil Company	1059	001	
	1953	221	119
Mid-Continent Petroleum Corp	1953	718	. 81
Quaker State Oil Refining Company	1953	75	
Richfield Oil Corporation	1953	237	1
The Shamrock Oil & Gas Corporation	1953	86	17
Shell Oil Company	1953	7,426	454
Sinclair Refining Company	1953	1,334	184
Ashland Oil & Refining Company Atlantic Refining Company	1954	345 .	173
New England Region	1954	742	2
New York Region	1954	487	e 17
Philadelphia & New Jersey Region	1954	554	0 1
Total Atlantic-All 3 Regions		1.783	20
The Carter Oil Company	1954	270	117
Mid-Continent Petroleum Corp	1954	. 866	100
Quaker State Oil Refining Co	1954	87	-
Richfield Oil Corporation	1954	~ 241	f
3768			1.1
3100			
The Shamrock Oil & Gas Corp	1954	80	31
Shella Oil Company	1954	7,074	466
Sinclair Refining Company	1954	1,115	186 .
Anderson-Prichard Oil Corp	1055	104	6"
Ashland Oil & Refining Company	1955	. 104	39
Atlantic Refining Company	1955	465	155
New England Region	. 1955	1,005	4
New York Region -	1955	. 558	19
Philadelphia & New Jersey Region	1955	620	2 8
Total Atlantic-All 3 Regions		2.183	25
The Carter Oil Company	1955	398	125
D-X Sunray Oil Company	1955	1.150	
Ougher State Oil Pofining Company			113
Quaker State Oil Refining Company Richfield Oil Corp	1955	89	
The Shampook Off & Con Corn	1955	325	2
The Shamrock Off & Gas Corp	1955	84	49
Shell Gil Company	1955	8,361	519
Sinclair Refining Company	1955	1.419	198

(44)		at a	Account	s Signed
	Name of Oil Company	Date (Year)	Number of Retail Accounts	Number of Distributors
Ane	derson-Prichard Oil Corp	Jan-June 1956	130	55
Asl	oland Oil & Refining Co	1956	517	162
Atl	antic Refining Co.			
· N	Yew England Region	1956	710 0	. 3 .
N	New York Region	1956	547	21
F	hiladelphia & New Jersey Re	gion 1956	679	
/-			-	-
	Total Atlantic-All 3 Region	08	1,936	. 24
The	Carter Oil Company	1956	335 "	119
·D-Y	Sunray Oil Company	1956	1.357	113

Accounts Signed Number Date of Retail Number of · Name of Oil Company (Year) Distributors Accounts Quaker State Oil Refining Co 1956 Richfield Oil Corporation 1956 300 The Shamrock Off & Gas Corp 1956 70 Shell Oil Company 1956 0.248 556 Sinclair Refining Co 1956 805 169

#### 3770 COMMISSION EXHIBIT NO. 400L.

Confidential

List C Item 5D

#### Number of Associate Dealers and Dealers Signed Under Each SCP Agreement as of June 1956

Qil Company	Number of Associate Dealers	Number of Dealers
Anderson-Prichard	*87	79
Ashland & Subsidiaries	467	400
Carter	311	260
D-X Sunray	4,059	915
Quaker State	. 78	82
Richfield	3	300
Shamrock	58	64
Shell	9,467	6,510
Sinclair	190	672
Atlantic	2,500	1,272

## 3771 COMMISSION EXHIBIT NO. 400M.

Confidential

List C Items 7A & 7B

Total Number of Goodyear Service Stores and Goodyear Independent Dealers in Oil Company Marketing Area and Total Number Thereof Acting as O.C.S.D.'s

Oll Companies		Number of Stores	Number Acting as O.C.S.D.'s	Number of Dealers	Number Acting as O.C.S.D.'s
Anderson-Prichard Ashland & Subsidia: Carter D-X Sunray Quaker State Richfield Shamrock Shell Sinclair Atlantic	ries	116 120 18 240 20 56 70 446 452 49	19 34 5 95 1 1 264 15 34	3,825 2,387 1,509 6,772 482 1,691 1,717 10,756 10,963 1,155	28 87- 73 162 14 3 25 679 10 128

## 3772 COMMISSION EXHIBIT NO. 400N.

Confidential-

List C Item 8A

Number of Atlantic Refining Company Retail Outlets and Distributors to Whom Shipments of TBA Products Are Made as of June 30, 1956

1.			Atlantic Refining Company Retal Outlets	Atlantic Refining Company Distributor Outlets
2.	Factory Warehouse		None 1,007	None 22
4:	Goodyear Dealers		1,139	None None
U.	Atlantic Refining ( Dealers Acting as	Company O.C.S.D.'s	477	None

3773 COMMISSION EXHIBIT NO. 400-O.

Confidential

List C Item 8B

Location of Goodyear District Warehouses Making Direct Shipments To Atlantic Dealers and Distributors

Boston, Massachusetts
Hartford, Connecticut
New York, New York
Albany, New York
Buffalo, New York
Syracuse, New York
Philadelphia, Pennsylvania
Newark, New Jersey

NUMBER OF ATLANTIC REFINING COMPANY DEALERS AND DIS-RIBUTORS RECEIVING DIRECT SHIPMENTS, THEIR LOCATION BY STATE AND THE GOODYEAR DISTRICT WAREHOUSES WHERE SHIPMENTS ORIGINATED.

State	Dealers	Distributors	District Warehouses
New Hampshire	14	_ : :	Boston
Massachusetts	302		Boston, Albany & Hartford
New York	381	19	Newark, Albany.
44,€			Buffalo & New York
in			City
Vermont	1	1	Albany
Rhode Island	67		Boston
Connecticut	184	2	Hartford, Boston &
			New York City
New Jersey	140	· -	Newark & Philadelphia
Pennsylvania	330	G	Philadelphia

The above data are as of June 30, 1956.

Item 8C Page 1.

Statistical Data As To Number Of Atlantic Refining Company Dealers

COMMISSION EXHIBIT NO. 400P-R.

Signed Under SCP, Volume Of Sales, Commissions

Total Number Dealers Signed Philadelphia & New Jersey Region · Total Commission 678.65 1,858.35 2,086.87 10,256.28 16,174.83 11,708.18 13,868.50 11,646.63 9,338.45 11,604.98 11,257.80 8,433.58 9,263.50 111,767.03 27.18 27.18 27.18 25.864 21.366 22.427 19,614 22,024 104,144 163,444 117,727 138,868 94,179 94,179 107,398 115,456 165,578 1,131,498 Total Sales TEA Total Number Dealers Signed New York Region Total 5,310,28 6,260,83 8,708,00 6,773,03 6,474,97 7,539,25 5,963,53 7,225,88 6,246,85 6,185.80 6,185.80 4,657.28 8,784.23 60,502.62 64,517 68,552 70,707 66,847 61,848 67,282 67,282 626,010 59,198 63,066 47,372 89,605 Total Sales TBA Total Number Dealers. Signed New England Region Total Commission. 5,730.43 5,357.18 9,556.35 8,976.98 5,413.30 6,533.23 7,289.74 7,463.10 6,178.13 8,476.10 7,204.00 8,015.95 66,980.74 59,204 54,986 98,856 98,744 53,587 56,969 77,434 08,203 688,300 88,864 73,990 82,065 Total Sales TBA Total Total June July August September October November May June July & August September October November ecember January February March April March

Confidential

Total Number Dealers Signed		2962	9			388	
Total Total Number Sales Total Dealers Tela Dealers Than Commission Signed	\$ 13,694.25 17,380.35 21,522.80 20,825.0 18,873.30 16,862.18 15,390.20 14,655.08	\$181,004.52	\$ 17,493.30 17,578.95 13,027.95	20,609.97 20,789.70 22,435.72	20,080.93 27,086.33 20,131.65 17,743.68 12,713.28	\$223,167.50	26,955,10 17,590,48 15,890,02 15,891,55
Total Sales TBA	\$ 137,246 215,642 200,241 187,573 184,161 155,486	\$1,818,098	\$ 175,050 \$176,676 130,680	206,362 208,066 208,066	201,571 201,406 177,486 127,217	\$2.235,042	269,551 175,482 159,171 158,650 231,271
Total Number Dealers Signed		811			7.	497	
Total Commission	\$ 8,059.48 7,415.23 10,431.90 10,208.83 11,504.90 8,987,00 9,948.98 10,002.73	\$101,935.74	\$ 8,819.15 8,490.95 6,115.87	9,637.83 13,092.80	14,797.55 13,636.70 10,825.73 12,941.90 9,579.45	\$125,621.98	8, 12,371,72 10,538,90 7,102,80 8,217,00 8,989,15 10,496,53
Total Sales TBA	8 81,969 75,821 105,962 105,119 91,731 102,553	\$1,041,585	\$ 89.817 86,762 62,158	0,12,007 98,134 134,580	150,564 138,408 110,118 131,828 101,547	\$1.286,048	\$ 125,118 109,459 72,382 83,761 92,841 107,207
Total Number Dealers Signed		. 647			18 y	199	
Total Commission	\$ 10,487.08 11,481.68 12,769.08 14,905.25 13,523.40 11,341.25 10,945.88	\$128,802.80	\$ 9,206.28 9,872.45 8,850.33	14,049.78 15,290.95 12,729.13	17,346,35 15,861,20 12,225,51 12,969,80 12,879,95	\$151,656.49	\$ 8,828.63 8,652.23 10,377.30 11,049.78 10,222.08 14,129.08
Total Sales TBA	\$ 106,085 116,754 130,012 153,413 189,245 115,965 112,958 137,904	\$1,316,207	\$ 94,696 100,302 89,537	143,000	178,067 159,961 124,051 132,657 131,371	\$1.546,475	\$ 88,076 87,967 107,835 111,398 103,413 142,923
C	May May June June June June June July September October November December	Total Total	January February March	May June July	August September October November December	Total	Jánuary February March April May

Ď		Com	missio	n E	xhibit	No.	400P- <del>1</del>	2.		3411	1
Item 8C Page 3.	Total Number Dealers	Signed	•	. 766		(A)	-	1) (A)	2		0 /-
Page 3	Total	\$ 26,020.22 18,777,03	21,515.38 21,515.38 21,527.40	\$243,373.63	\$ 24,825.05 25,196,30 15,924,27	18,928.63 16,953.06 21,265.18	23,108.40 23,361.98 25,319.88 24,108.85	18,907.00	\$ 26,958.27 31,086.22	22.799.00 23,670.13	20,000,00
Philadel	Total Sales TRA	\$ 200,218 187,833	213,154 215,641 182,664	\$2,484,839	\$ 248,470 251,980 159,359	189,344 108,551 212,681	231,140 233,654 253,204 241,006	191,689	\$ 271,044 ·	22.82.22.22.22.22.22.22.22.22.22.22.22.2	Enoion.
	Total Number Dealers			F05				27.0		4	
New York Region	Total Commission	\$ 14.430.35 12.839.92	14,518.72 12,086.10 11,562.10	\$133,705,29	\$ 19,128.22 9,182.55 8,570.63	9,805.02 12,950.00	13,445.62 16,231.38 13,890.02	9.801.76	\$ 12,782.88 10,159.97	12,107,36 13,180,83 13,108,93	The same of the same
*	Total Sales TBA •	\$ 147.289 131.169	147,400 121,746 119,465	\$1,365,448	\$ 102,553 94,741 87,359	183,150 183,150	187.84 165.784 143.775	101,162	\$ 132,839 104,284	127,990 139,486 132,621	
Ou.	. Total .Number Dealers Signed			H		•		1,009			
New England Region	Total . Commission	\$ 15,073.88 14,217.63 11,736.40	11,644.88 13,960.50 16,076.40	\$145,948.79	8, 8,127,38 12,623,43 8,201,40	13,242,93 13,255,47, 13,459,70	14,569.45 15,564.32 12,878.28 15,308.31	19,552.94 \$160,746.98	\$ 12,585.33 14,331.21 10,115.10	15,517.61 15,539.17 17,640.07	
Ne	Total Sales	\$ 154,781 144,430 119,271	120,147 141,641 161,674	\$1,484,456	8 81,400 126,916 84,740 141,559	134,406 134,260 135,510	150,589 158,050 132,293 186,538	\$1,690,974	\$ 136,639 155,591 106,707	163,340 167,695 186,547	
0.0		1964—Cont'd July August September	November December	1965 Total	February March April	May June July	August September October November	Total	January February March	April May June	-

### 2777 COMMISSION EXHIBIT NO. 4008.

Confidential

List C

Item'8D

# Commission Sales By Product Classification By Atlantic Refining Company Marketing Regions June 1950 Thru June 1956

5	Total Tires and Tubes	Batteries A (Including "X" and Cables)	fiscellaneo Repair & Recap Materials	Car & Home Accessories	Tôtal
New England			1.		
1950	_	_	_	_	_
1951	8 439.837	\$ 109,872	-	\$ 138,591	\$ 688,300
1952	899,644	163,002		253,561	1,316,207
1953	1,048,017	194,192		304.266	1.546,475
1954	989,907	173,552	9.5	320,997	1,484,456
1955	1,036,002	201,047	\$ 82,006	371,919	1,690,974
1956	594,057	76,036	62,183	184,153	916,429
* Total	\$5,007,464	. \$ 917,701	\$144,189	\$1,573,487	\$ 7,642,841
New York		•			
1950			-		-
1951	\$ 466,499	\$ 58,035	-	8 101,476	\$ 626,010
1952	799,691	102,962		138,932	1,041,585
1953	989,149	113,118	*	183,781	1,286,048
1954	1.033,714	131,344	-	200,390	1,365,448
1955	1.069,464	130,760	\$ 6,353	· 205,827	1,412,404
1956	548,974	58,898	13,840	99,593	721,305
Total	\$4,907,491	\$ 595,117	\$ 20,193	\$ 929,999	\$ 6,452,800
New Jersey &					
PhiladelpHia				0 0 1	- 1
1950	\$ 119.085	\$ 21,375	_	\$ 25,118	* \$ 165,578
1951	696,739	178,536		256,222	1,131,498
1952	1,168,655	259,928		389,516	1,818,098
1953	1,375,028	325,314		534,700	2,235,042
1954	1,458,993	362,389		613,457	2,434,839
1955	1,539,426	362,551	\$ 28,507	666,259	2,596,743
1956	1,017,137	143,365	12,517	323,152	1,496,171
Total	\$7;375,063	\$1,653,458	\$ 41,024	\$2,808,424	\$11,877,969

## COMMISSION EXHIBIT NO. 401:

### Distribution List For Sales Department Correspondence °

ReHoff Johnson Coarts Krapp Edmonston (5).  Leutner (4) Kuester (20) Daiger (2) Ward	J. W. Sherwood J. R. Sherwood J. M. Sherwood Keller Hall (5)	Jurgens Feigo Lawson (5) Miss Ritter Wolsinger
--	--	--

				•.	
	HANDISING I	IVISION	CON	S. & IN	ST.
McCauley Van Horn Wister Clark	Weller Cottman - Stuller	Neilson E. Evans Bowman Geddes		Hender Leimba Squigg	rson
Oswald Holsinger Wagner Wrede	Brenizer Ray Evans Linthioum . 2	Landon Bray Parker			•

SI	PPLIERS
C. E. Skipper Annapolis, Md. C. C. Morgan Aberdeen, Md. (69) H. M. Malone (2) Cambridge, Md. (17) T. H. M. Bramble (2) Chestertown, Md. (4) D. R. Fleming (2) Cumberland, Md. (36)	G. D. Crouso (2) Denton, Md. 424) D. R. Fleming (2) Hancock, Md. (26) B. F. Simms (3) La Plata, Md. (33) D. L. Sharrar (4) Salisbury, Md. (29) John R. Brown (4) Finksburg, Md. (85)
	C. E. Skipper Annapolis, Md. C. C. Morgan Aberdeen, Md. (69) H. M. Malone (2) Cambridge, Md. (17) T. H. M. Bramble (2) Chestertown, Md. (4) D. R. Fleming (2)

	0440
H. Glenwood Evans & Son Crisfield, Md. Vincent A. Buchholtz Independent Motor Fuel Supply W. National Blvd.	John R. Hill Rock Hall, Md. Paul D. Scarborough & Co. Snow Hill, Md.
Cumbarland Md	

1.	HIGHLANDTO	WN .	10	SHERWOOD PO	DINT
Jasper Lichtenberg Schaefer Walger Brown	Gerhold Cook Wheatley (2) Glver (3) Bornscheuer	Carson Travers Blimline Thomas Forsythe	(2)	Charles Becker Bell Hoffnagle	(2) (2) (2) (2)

Retain 10 copies for file.

#### 3780 COMMISSION EXHIBIT NO. 402-A

### 1.O. Stations—Baltimore City Including Metropolitan Area

	Fe	e S	Stat	ior	18		76
	Le	2886	or	c.			56
400			٠.	1			-
1		11		*	- ;		132

3782

#### COMMISSION EXHIBIT NO. 402B.

Bulletin No. LL & CE 52-15A

December 31, 1952

To: All Concerned

Attached is the Land, Lease and Construction Engineering Department bulletin revised as of December 31, 1952.

Listed are all Service Stations, Bulk Stations and Sub-Stations owned and leased by the Company, Service Stations leased for other purposes and idle properties, also revenue producing properties owned and leased by the Company.

Listed also are the names of Service Stations, Bulk Plant and Sub-Station operators and Bulk Station Code Numbers.

All invoices rendered by the Company for work performed, work orders prepared by operating departments, and all branch and general office accounting concerning these stations should show the number.

B. L. Edmonston C.L.L. & C.E. Dept.

By: C.R.S.

CRS:K

250-1/53

#### COMMISSION EXHIBIT NO. 402C.

Sherwood Brothers Incorporated

Schedule of Service Stations, Bulk Stations & Sub-Stations Owned and Leased as of December 31, 1952

Baltimore, Md. Bulk Station #1909 (Code #10) Sherwood Brothers Incorporated (8/8 Nos. 1-299 & 600-699)

Sta. No. and Address, Operated By

Frederick & Caton Aves., Baltimore 29, Md., Frederick Ludwig-Pratt & South Sts., Baltimore 2, Md., Louis Vogel

Frederick Ave. & Mount St., Baltimore 23, Md., J. R. Hild Frederick Ave. & Mount St., Baltimore 23, Md., J. R. Hild Reisterstown Rd. & Woodland Ave., Baltimore 15, Md., Harry Simm Charles St. & North Ave., Baltimore 18, Md., C. H. Hudgins Light & York Sts., Baltimore 30, Md., K. E. Porter Fallsway Near Gay St., Baltimore 2, Md., B. Nechamkin Washington, Phys. & Mounce St., Baltimore 20, Md., C. H. Zann 13

15.

Washington Blvd. & Monroe St., Baltimore 30, Md., G. H. Zepp Monroe & Presstman Sts., Baltimore 17, Md., Harry Zell
Monroe & Presstman Sts., Baltimore 17, Md., Harry Zell
Eastern Ave. & Haven St., Baltimore 24, Md., W. A. Sommers
3510 Keswick Rd., Baltimore 11, Md., P. T. Ferguson
Paca & Dover Sts., Baltimore 1, Md., J. H. Stegman
York Rd. & Oakland Ave., Baltimore 12, Md., Louis H. Rettberg 25

26

27

29 30.

33

Edmondson Ave. & Franklintown Rd., Baltimore 23, Md., R. McGarvie Reisterstown Rd. & Garrison Ave., Baltimore 15, Md., R. Coleman 34

Reisterstown Rd. Nr. Walker Ave., Pikesville 8, Md., A. 35 36

Gwynns Falls & Tioga Pkwys., Baltimore 16, Md., M. Leban 37

Washington Blvd. & Caton Ave., Baltimore 27, Md., S. E. Wenck Old Harford & Joppa Roads, Baltimore Co., Towson 4, Md., N. C. 38 Basier.

3000 Liberty Heights Ave., Balthnore 15, Md., J. O. Leatherwood Hanover & Westminster Pikes, Reisterstown, Md., S. K. Osborn 40 41

5250 Park Heights Ave., Baltimore 15, Md., J. W. Ittner 3524 N. Howard St., Baltimore 18, Md., G. B. Daniel 42

Charles St. & M.P.R.R., Woodbrook, Baltimore 12, Md., Chester G. 43

Pulaski & Lexington Sts., Baltimore 23, Md., S. Zito 45

4604 Edmondson Ave., Baltimore 29, Md., E. M. Challoner & K. C. 47.

49 50

Pulaski Hwy. & Haven St., Baltimore 24 Md., W. J. Rupperf Corp. Broadway & Lombard St., Baltimore 31, Md., W. F. King 3514 Harford Rd., Baltimore 18, Md., J. H. Loggett 25th St. & Loch Raven Rd., Baltimore 18, Md., B. J. Haber

53

56 . Main St., Sykesville, Md., R. H. Cutsail

Annapolis Blvd. N. of Mountain Rd., Millersville, Md., I. C. Gary. 59 64

Dundalk & Baltimore Aves., Dundalk, Baltimore 22, Md., E. T. Phillips. Falls Rd. & 41st St., Baltimore 11, Md., R. H. Edrington 67

78

S.E. Cor. North Pt. Rd. & Merritt Ave., Sparrows Pt. 19, Md., G. F. Bamford 84

1301-03 Hollins St., Baltimore 23, Md., G. P. Jones Liberty Heights & Ayrdale Aves., Baltimore 15, Md., Harry Zell 85

Harford Rd. & Southern Ave., Baltimore 14, Md., A. R. Alessi York Rd. & Willow Ave., Towson, Baltimore 4, Md., F. L. Tawney S.E. Side Belair Rd., Bel Air, Md., H. R. Rembold

#### Sta. No. and Address, Operated By

3000 Wilkens Ave., Baltimore 23, Md., Regan Motors, Inc. Liberty Hts. & Milford Aves., Baltimore 7, Md., J. H. Thompson

- 94 95
- 2110-12 Gwynn Oak Ave., Woodlawn, Baltimore 7, Md., E. G. Smith Frederick Ave. & Calverton Rd., Baltimore 23, Md., J. J. Moran, Jr., Belvedere Ave. & Pimlico Rd., Baltimore 15, Md., J. M. Collins 5316 York Rd., Baltimore 12, Md., W. G. Adolph 96
- 98

99.

- 100 W. Side Belair Rd. (U. S. Hwy. #1) Fullerton Balto. County, Md., J. J. Butt
- S.R. Cor. Belair Rd. & Anntana Ave., Baltimore 6, Md., A. M. Sariego W. Side U. S. Hwy. #301 & Md. Hwy. #178, Millersville, Md., J. G. 102
- 103 Deinlein

#### 3786

106 S.W. Cor. 33rd & Barclay Sts., Baltimore 18, Md., C. A. Edmonston & B. F. Wilson

2026-32 Belair, Rd., Baltimore 13, Md., E. G. Roehre

S.W. Cor. Bank & Wolfe Sts., Baltimore 31, Md., J. S. Marshall

S.E. Cor. Falls & Clarks Hill Rds., Baltimore 9, Md., C. L. Ridgely

110

- 113
- 116 118
  - N.E. Cor. Crain Hwy. & Ft. Meade-Odenton Rd., Millersville, Md., E. E. Wilburn
- S.E. Cor: Eastern Blyd. & Proposed New 30 ft. Road opp. Martin Plant #2, Middle River, Md., A. L. Keath, Jr.
- 126 5924-26 Eastern Ave., Baltimore 24, Md., J. W. Stricklin & C. A. Ruttig

133

- 5008-10 Frederick Ave., Baltimore 29, Md., F. C. Joh N.W. Cor. North Ave. & Ashburton St., Baltimore 16, Md., B. Frieman 134
- 136 8051 Ft. Smallwood Rd., Clearwater Beach, Baltimore 26, Md., L. C. Mock
- 137 N.E. Cor. Merritt & Wise Aves., Dundalk, Baltimore 22, Md., D. R. Woolford
- 138 S.W. Cor. Eastern Ave. & Kingston Rd., Middle River 21, Md., J. F. Zaloudek
- S, Side Fred. Rd. Nr. Patapsco River, Ellicott City, Md., G. A. C. 139
- Hodges . N. Cor. Gov. Ritchie Hwy. & Severna Pk. Rd., Severna Park, Md., 140 R. W. Petty
- E. Side Gov. Ritchie Hwy. Nr. Elvaton Dr., Pasadena, Md., H. M. Jones 141
- S.W. Cor. Pulaski Hwy. & Chesaco Ave., Rosedale, Balto., Md., H. 142 0 Reitemeyer
- S. Side Revell Hwy. (U. S. Hwy, #50), St. Margarets, Md., A. J. 143
- S.E. Cor. Key Hwy. & Jackson St., Baltimore 30, Md., J. H. Countess 144
- S.E. Cor. Edistern Ave. & Woodward Dr., Essex, Baltimore 21, Md., G. W. Lang N.W. Cor. Kenwood Ave. & Eager St., Baltimore 5, Md., H. W. 145 146
- Pokrywka
- N.W. Cor. Gov. Ritchie Hwy. & Old Annaprd Rd., Glenburnie, Md., 147 T. W. Rennie
- S.E. Cor. Franklin & Pearl Sts., Baltimore 1, Md., D. W. Bryant & M. Kramer 148

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- 1901 Edison Hwy., Baltimore 13, Md., J. G. Luerssen
  N. Side U. S. #50, E. of Md. Hwy. #2, Parole, Md., Robert Stallings.
  N.W. Cor, Boston & Aliceanna Sts., Baltimore 31, Md., L. V. Weber
  S.E. Cor East Dd. & Linden Ave., Arbutus 27, Md., H. M. Andrest 150
- 153
- 154
- N.E. Cor. York Rd. & Belvedere Ave., Baltimore 12, Md., George 155 Koloup '
- S.W. Cor. York Rd. & Wash. Aze., Towson, Baltimore 4, Md., Elton 156 Willett ...

ta. No. and Address, Operated By

S.E. Cor. Reisterstown Rd. & Glen Ave., Baltimore 15, Md., R. I. Walters

S.E. Cor. Old Harford Rd. & Taylor Ave., Parkville 14, Md., A. 158 Glorioso

N.E. Cor. Pulaski Hwy. & Ft. Hoyle Rd., Edgewood, Md., C. /B., 159 Ricketts

N.E. Cor. Frederick & Delrey Aves., Catonsville 28, Md., C. W. 160 Schaper

E. Side Kirk Ave. at Homewood Ave., Baltimore 18, Md., J. Glen-161 denning

162 S.E. Cor. Pulaski Hwy. & Ebenezer Rd., White Marsh, Md., C. H.

S.W. Cor. York Rd. & Bellona Ave., Lutherville, Md., L. E. Stokes 163

5223 Edmonson Ave. W. of Charing Cross Rd, Catonsville 28, Md. 164 L. Earl Fugitt

W. Side Reisterstown Rd. & Irving Place, Pikewille S, Md., R. H. 166 Cowley 167

S.W. Cor. Franklin St. & Fulton Ave., Baltimore 23, Md., J. Rock 168

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N.E. Cor. Franklin St. & Funton Ave., Battimore 2, Md.

N.E. Cor. Fayette & Exeter Sts., Baltimore 2, Md.

4922-24 Beiair Rd., Baltimore 6, Md., B. S. Weilbrenner

N.W. Side Belair Road, Raspeburg, Baltimore 6, Md., J. H. Hefner

N.E. Cor. Wise Ave. & Pinewood Dr., Dundalk, Baltimore 22, Md., 172 174

G. H. Goldschmidt & E. W. Kail N. Side Md. Hwy. #176 E. of Md. Hwy: #713, Harmans, Md., J. C. .175

Walsh S.E. Cor. Md. Hwy. #170 & Benton Ave., Linthicum. Md., J. W. & 176

M. E. Ritter 177 S.W. Cor. Gay St. & Patterson Park Ave., Baltimore, 13, Md., F. S. Catania & B. R. Smith

178 N.W. Cor. Liberty & McDonogh Rds., Randallstown, Md., R. P. Haight

179 2244-46 Reisterstown Rd., Baltimore 17; Md., M. G. Bowen

S.W. Cor. Lafayette Ave. & Gilmor St., Baltimore 17, Md., W. S. 180 Tucker

N.E. Cor. Dolfield & Cold Spring Lane, Baltimore 15, Md., W. E. 181 Selenkow

S.E. Cor. Pulaski Hwy. & Ellwood Ave., Baltimore 24, Md., D. & ,182 J. C. Sause

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N.W. Cor. Fayette St. & East Ave., Baltimore 24, Md., R. Edgington 184 185

S.W. Cor. Joppa Rd. & Loch Ra Blyd., Baynesville 4, Md., M. F. Traband & J. J. Smith S.E. Cor. Martin Blvd. & Middle River Rd., Middle River, Md., C. H. D 186

Bodine S.W. Cor. Highland Ave. & Fayette St., Baltimore 24, Md., Fayette 187

Fill. Sta. Inc.
N.E. Cor. Belair Rd. & Kenwood Ave., Baltimore 6; Md., L. W. Reaver
& C. F. Reider 188

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3030 S. Hanover St., Baltimore 25, Md., Aarid Van Lines, Inc. N.W. Cor, Rolling & Windsor Mit Rds., Hebbville 7, Md., L. F. Stirn E. Side New North Pt. Rd. Nr. Matthai Ave., Dundalk, Balto. 22, 190 192

Md., A. J. Lombardi 193 S.E. Cor. Holabird & East Aves., Baltimore 22, Md., R. J. Butler

Side Southwestern Blvd., thru to 4311 Leeds Ave., Arbutus 27, 194 Md., B. F. Croft

2001 Annapolis Rd., Westport, Baltimore 30, Md., B. P. Morrison & 195 F. J. Cox, Sr.

N.E. Cor. Puluski Hwy. & Golden Ring Rd., Baltimore 21, Md., C. R., 196 Gross

Sta. No. and Address, Operated By E.S. U. S. Hwy. #301 & Quarterfield Rd., Glen Burnie, Md., F. Kallvoda & W. T. Lawrence E.S. Reisterstown Rd., opp. Cockeys Mill Rd., Reisterstown, Md., 198 3030 Eastern Ave., Essex 24, Md., E. H. Simpson & L. C. Simmons S.E. Cor. Loch Raven Blvd. & Taylor Ave., Baltimore 4, Md., C. H. 199 201 Walper West St. at Washington St., Annapolis, Md., L. H. Green 202 S.W. Cor. Carey & Mosher Sts., Baltimore 17, Md., C. O. Bailey & 203 C. A. Greene S.E. Cor. Clifton Ave. & Denison St., Baltimore 16, Md., S. L. Ayres & R. E. O'Meara 204 3004 Erdman Ave., Baltimore 13, Md., G. H. Walter 205 N.W. Cor. Harford Rd. & Harview Ave., Baltimore 14, Md. A. J. & ,206 M. G. Foertsch N.W. Cor. Cherry Hill & Terra Firma Rds., Baltimore 25, Md., 207 Isadore Hall S.E. Cor. York Rd. & Windwood Ave., Anneslie 12, Md., J. B. 208 McMaster N.W. Cor. Chesapeake Ave. & 2nd St., Brooklyn 25, Md., R. J. Downey 200 900-06 E. Fort Ave., Baltimore 30, Md., J. Z. Matusak 210 N.W. Cor. Mountain & Disney Rds., Jacobsville, Md., S. E. Dunlap & W. C. Stallings 211 7533 Belair Rd., Raspeburg, Baltimore 6, Md., A. L. Krell 212 S.W. Cor. Erdman Ave. & Sinclair Lane, Baltimore 13, Md., O. P. 213 Owens S.E. Cor. Lombard & Conkling Sts., Baltimore 24, Md., Geo. H. 214 Becker, Jr. N.W. Cor. Belair Rd. & Glenarm Ave., Baltimore 6, Md., W. E. Bruns 215 N.W. Cor. Gov. Ritchie Hwy. & Hammonds La., Baltimore 25, Md., 216 F. H. Ward N.E. Cor. Patapsco Ave. & 9th St., Brooklyn 25, Md., Q. K. Porter 217 927 W. West St., Annapolis, Md., C. J. Merston 219 S.E. Cor. Sherwood & Overbrook Rds., Idlewylde 12, Md., R. R. 220 Robertson S.E. Cor. North Pt. Rd. & Nortis Lane, Gray Manor, Md., J. F. Fotia S.W. Cor. New Edmindson Ave. & Winters La., Catonsville 28, Md., Bruce E. Cameron 222 223224 1725 Poncabird Pass, Baltimore 24, Md., F. B. Hildebrand Gov. Ritchie Hwy. & Jumpers Hole Rd., R.F.D. #3, Box 535, Pasa-225 dena; Md., John Knott, Jr. Gov, Ritchie Hwy. & Eighth Ave., Glen Burnie, Md., C. L. Durm 226 N.E. Cor. Eastern Blvd. & Stemmers Run Rd., Essex 21, Md., P. J. 227 DiFilippo 228 S.E. Cor. Reisterstown Rd. & 7 Mile Lane, Pikesville 8, Md. S.E. Cor. Gov. Ritchie Hwy. & Jones Rd., Jones, Md. 229 S.E., Cor. Reisterstown Rd. & Berrymans Lane; Reisterstown, Md., 230 C. E. Caltrider -S.E. Cor. Old Annapolis Rd. & Hammonds La., Linthicum, Md., G. P. Brown & M. D. McQaslin 231 New Edmondson Ave. & Old Frederick Rd., Catonsville 28, Md. 232 S.E. Cor. Old Annapolis Rd. & 15th St., Fort Meade, Md., H. F. & T. F. Wheeler

600 N.E. Cor. Falls Rd. & 36th St., Baltimore 11, Md., H. L. Dovell

319 Main Street, Ellicott City, Md., H. C. Wall

N.W. Cor. 25th St. & Kirk Ave., Baltimore 18, Md., H. P. & F. N. Koenig

#### Commission Exhibit No. 402A-M.

Sta. No. and Address, Operated By

602 N.C. Cor. Eastern Ave. & Caroline St., Baltimore 31, Md., C. W.

603 J.W. Cor. Eutaw & Preston Sts., Beltimore 1, Md., J. Eisenberg

N.W. Cor. Penna. Ave. & Baker St., Baltimore 17, Md., C. E. Wohrna 605 S.W. Cor. Reisterstown Rd. & Ridgewood Ave., Baltimore 15, Md., C. Young

609 N.E. Cor. Pratt & Sharp Sts., Baltimore 1, Md., I. Finegold

610 S.W. Cor. Washington Blvd. & Annapolis Ave., Baltimore 30. Md., E. D. Wheeler

612 N.W. Cor. Schroeder St. & Fairmount Ave., Baltimore 23, Md., M. N. Oshry

618 W. Side Wash, Blyd, at North End of Laurel, Md., H. Hardingham

619 E. Side Wash. Blyd., Elkridge, Baltimore 27. Md., G. E. Eble & C. F.

620 N.W. Cor. Wash. Blvd. & Guilford Rd., Savage. Md., S. J. Orndorff
 623 Gov. Ritchie Hyw. & Furnace Branch Rd., R.F.D. #20, Box 50, Glen Burnie, Md., C. B. Didlake

#### Aberdeen, Md. Bulk Station #1037 & #1037A (Code #2710) C. C. Morgan (S/S Nos. 800-819)

800 Franklin & Stokes. Havre de Grace, Md., O. M. Currier

801 S.E. Cor. Otsego St. & U. S. Hwy. #40. Havre de Grace. Md.. O. M. Currier

804 S.E. Cor. Md. Hwy. #24 & #165, Bush's Cor., Street, Md., Woodrow W. DeVoe

807. 110 S. Philadelphia Ave., Alerdeen, Md., W. Dixon & A. L. Rickey

808 N.E. Cor. Md. Hwys. #23 & #24, Forest Hill. Md., J. W. & L. W. Hicks

810 U. S. Hwy. #1-10 Mi. North of Bel Air, Street, Md., W. B. Anderson 811 W. Side U. S. Hwy. #40. Perryville, Md. D. Farmer & M. J. Minks

 W. Side U. S. Hwy. #40. Perryville, Md., D. Farmer & M. L. Mink
 S.E. Cor. U. S. #40 & Md. Hwy. #22. Swan Creek, Md., Seymour Kronman

#### Annapolis, Md. Bulk Station #1020 (Code #65) C. E. Skipper

#### None

Berlin, Md. Bulk Station #1036 & #1041 (Code #2520) Sherwood Brothers Incorporated (S/S Nos. 920-923) E. W. Parsons—Branch Manager

921 S.E. Cor. Church St. & Dupont Blvd., Selbyville, Del., J. Adkins-923 N.W. Cor. Pitts & William Sts., Berlin, Md., D. J. & C. E. Parker

#### 3792

#### Cambridge, Md. Bulk Station #1027 (Code #2540) H. M. Malone (S/S Nos. 900-919)

900 Md. State Hwy. #16 & Cordtown Rd., Cambridge, Md., E. H. Adler 901 Race & Washington Sts., Cambridge, Md., R. J. Phillips

903 S.W. Cor. Academy & Muir Sts., Cambridge, Md., Arthur Wroten

#### Chestertown, Md. Bulk Station #1028 (Code #2550) Thomas H. M. Bramble (8/8 Nos. 840-850)

841 Crumpton-Dudley Rd., Crumpton, Md., E. J. & C. R. Hamblet 844 N.E. Cor. Maple & Cross Sts., Chestertown, Md., Perry Wessel

## Cockeysville, Md. Bulk Station #1004 (Code #20) J. R. Brown (S/S Nos. 400424 & 309)

Sta. No. and Address. Operated By

South Side Main St., Taneytown, Md., E. T. Newcomer 309

S.W. Cor. Penna. Ave. & Union St., Westminster, Md., H. T. Phillips 401

N.E. Cor. Falls & Shawan Rds., Shawan, Md., J. G. Brown 402

West Side Main St., Manchester, Md., D. V. Rhoten 403

Hanover Pike & Black. Rock Rd., Hampstead, Md., A. J. Matthews 404

244-48 E. Main St., Westminster, Md., N. E. Ogg & E. H. Brenneman 405

S.E. Cor. Tuc & Manchtester Rds., Westminster, Md., Jameson & 40C Barnsley Company, Inc.

W. Side York Rd. 3/10 Mi. N. of Md. Hwy. #143, Cockeysville, Md., 407 Roy M. Bosley

East Side Md. Hwy. #30, Greenmount, Md., Carroll E. Payne-408

N.S. U. S. Hwy. #140 ½ Mi. E. of Hwy. #91, Finksburg, Md., H. L. Zepp & S. A. Shipley 409

N. Side of Md. Hwy. #32, East end of, Taneytown, Md., R. J. Wagner

### Cumberland, Md. Bulk Station #1034 (Code #2570) Daniel R. Fleming (SS Nos. 700-729)

U. S. #40 Main St., Gransville, Md., Cassellman Motor Co. 700

State Hwy. #9 & Cinder Rd., Paw Paw, W. Va., E. D. Vanosdalg South Side Main St., Westernport, Md., M. E. Wilson 702

706

N. Co. Fulton St. & Henderson/Blvd., Cumberland, Md., F/E. Stitcher 707 & F. C. Hill

708 Main St., Barton, Md., S. M. Berry

S.E. Cor. Mechanic & Boy Sts., Cumberland, Md., I./L. Wilkinson

#### Denton, Md. Bulk Station #1032 (Cody #2580) G. D. Crouse (8/8 Nos. 860-879)

860 S.W. Cor. 5th & Choptank Aves, Denton, Md., E. M. Crouse 862 Main & Noble Sts., Preston, Md., C. S. White

3794

#### Easton, Md. Bulk Station #1014 (Code #2610) Sherwood Brothers Incorporated (\$78 Nos. 880-899) S. M. Hubbard-Branch Manager

881

Highway #404, Grasonville, Md., E. F. & W. E. Clevenger S. Washington & South Sts., Easton, Md., H. R. & R. N. Willoughby 882

N.E. Cor. Oxford-Trappe Rd. & 1st St., Oxford. Md., R. T. Valliant

885

East Side Talbot St., St. Michaels, Md., R. E. Rude U. S. Hwy. #50, X. of Dover Rd., Easton, Md., C. W. Roe 887

888 Md. Hwy. #404 (Eastern Shore Blvd.), Stevensville, Md., J. C Palmer

889 S.E. Cor. U.S. #50 & Md. Hwy. #662, Skipton, Md., F. C. Henckel

#### Elkton, Md. Bulk Station #1029 (Code #2620) Sherwood Brothers Incorporated (S/S Nos. 820-839) , Ralph W. McCool-Branch Manager

S.W. Cor. Main & Walnut Sts., Rising Sun, Md., R. T. Wilson, Jr. 35 W. Main St., Newark, Del., S. D. Kirk North Side Main St., Rising Sun, Md., N. C. Riggs. North & Whig Sts., Elkton, Md., Clinton M. Jaquette, Jr. 820

821

824

825

827 South Side U. S. Hwy. #40, E. of Md. Hwy. #7, Elkton, Md., Samuel D. Kirk

Frederick, Md. Bulk Station #1030 (Code #2660) Sherwood Brothers Incorporated (S/S Nos. 300 & 310 & 740-779) . G. R. Shipfey-Branch Manager

Sta. No. and Address, Operated By

300 W. Patrick & N. Jefferson Sts., Frederick, Md., Stup Bros.

East Side Church St. N. of Main St., Thurmont, Md. 310

747 Northerly Side U. S. Hwy. #40, Middletown, Md., R. R. Keller 751

756 737

162 W. Patrick St., Frederick, Md., S. L. Hahn N.W. Cor, W. Main & Church Sts., Thurmont, Md., H. R. Lewis, N.E. Cor, Md. Hwy. #32 & #571, Emmitsburg, Md., R. J. Miller T. S. Hwy. #340 3 Mi. N.E. of Knoxville, Petersville, Md., J. E. 758 Nicholson

759

U. S. Hwy. #240, Clarksburg, Md., J. R. & I. R. Whipp West Side U. S. Hwy. #240, Hyattstown, Md., N. D. & F. T. McGee 423 F. Patrick St., Frederick, Md., C. T. Mohler 760

761

N.E. Cor. East & E. Church Sts., Frederick, Md., L. L., Moore U. S. Route #340, R.F.D., Knoxville, Md., J. W. Aits 762

763

Hagerstown, Md. Bulk Station #1055 (Code #35) Sherwood Brothers Incorporated (S/S Nos. 350-374) F. A. Welty-Branch Manager

352

655 W. Washington St., Hagerstown, Md., E. L. Smith 662-70 Virginia Ave., Hagerstown, Md., Charles O. E. Stoner. 359

365 877 Pennsylvania Ave., Hagerstown, Md., P. B. Norris

366 N.W. Side Potomac & Maple Aves., Hagerstown, Md., C. R. Smith 367 W.S. Penna. Ave. (U. S. #11) S. of Carroll Way, Hagerstown, Md.,

3796

J. W. Gehr

Hancock, Md. Bulk Station, #1031 (Code #2700) Daniel R. Fleming (S/S Nos. 730-739)

730 E. Main St. Nr. Church St., Hancock, Md., M. M. Johnson

S. Side Main St. Nr. By-Pass to U. S. Hwy. #522, Hancock, Md., George E. Fuss & Therman L. Hill

> La Plata, Md. Bulk Station #1038 (Code #2740) B. F. Simms (S/S Nos. 790-799)



790 N.W. Cor. Washington Ave. & Balto. St., La Plata, Md., V. B. Bowling, Jr.

791

W. Side Hwy. #3, Faulkner, Md., Geo. B. Lynch W. Side Md. Hwy. #5, 1/8 Mi. south of Hughesville, Md., A. N. 793 Bridgett & J. P. Long

E. Side U. S. #301 N. of Md. Hwy. #3, Bel Alton, Md., C. R. Bailey 794 S.W. Cor. U. S. #301 & Unnamed Rd., T. B., Md., J. E. Cooke, Jr. 795

Onaucock, Va., Bulk Station #1026 (Code #8810) Sherwood Brothers Incorporated (S/S Nos. 550-599 & 940-959) Fred B. Parks-Branch Manager

550 Main St., Wachapreague, Va.

551 Chincoteague Island, Chincoteague, Va., J. Brasure

943 N.E. Cor. Mapp Ave. & U. S. Hwy. #13, Exmore, Va., G. H. Turner S.W. Cor. Fig St. & Randolph Ave., Cape Charles, Va., Frank Thornes 945

Salisbury, Md. Water Terminal Bulk Station #1007 (Code #2870) R. T. Isenhour. Plant Foreman, Sherwood Brothers Incorporated

· Sta. No. and Address, Operated By

#### None

Salisbury, Md. Bulk Station #1007 (Code #2860) Sherwood Brothers Incorporated (S/S Nos. 500-549) D. L. Sharrar

500 520

524

E. Maint-St. & Poplar Hill Ave., Salisbury, Md., Thomas H. Carey S.E. Cor. Main & Lillian Sts., Hebron, Md., R. L. & N. Messick N.E. Cor. S. Division & Carroll Aves., Salisbury, Md., W. T. Purcell S.W. Cor. Salisbury Blvd. & Union Ave., Salisbury, Md., A. L. Reichard

3798

#### Baltimore, Md. Bulk Station #1009 (Code #10) Sherwood Brothers Incorporated

Frederick & Caton Ates., Baltimore, Md., F. Jasper

3000 Liberty Heights Ave., Baltimore, Md., F. Jasper York Rd. & Oakland Ave., Baltimore, Md., F. Jasper

4 · 3514 Harford Rd. (Inactive), Baltimore, Md., F. Jasper

2524 N. Howard St., Baltimore, Md., F. Jasper

### Aberdeen, Md. Bulk Station #1037 (Code #2710) Sherwood Brothers Incorporated

8 S.E. Side Belair Rd., Bel Air, Md., C. C. Morgan

Service Station Sites Acquired by Company for Future Expansion

135-139 W. Main St., Westminster, Md. (Land & Dwelling) 1305 Hollins St., Baltimore, Md. (Dwelling) 410

N.E. Cor. Patapsco Ave. & 9th St., Brooklyn, Md. (Land & Dwelling) 217

218 . W.S. Md. Hwy. #32 at end of Md. Hwy. #91, Gamber, Md. (Unimproved)

221 N.E. Cor. Maryland Hwys. #145 & #146, Jacksonville, Md. (Unimproved Land)

809 W. Side North End of Aberdeen, Harford County, Md. (Unimproved Land)

South Side Pulaski Hwy. West of Landing Lane, Elkton, Md. (Un-826 improved Land)

S.W. Cor. Market & Fifth Sts., Denton, Md. (Unimproved Land)

233 S.E. Cor. Liberty & Ellen Roads, Hillvale, Md. (Unimproved Land)

Revenue Producing Properties-Owned or Leased Baltimore, Md. Bulk Station #1009 (Code #10)

201 S.E. Cor. Loch Raven Blvd. & Taylor Ave., Baltimore County, Md. (Golf Course)

Denton, Md. Bulk Station #1032 (Code #2580)

· 861 S.W. Co. Market & Fifth Sts., Denton, Md. (Miniature Golf Course)

Easton, Md. Bulk Station #1014 (Code #2610)

887 East Side U. S. #50, N. of Dover Rd., Easton, Md. (Advertising Sign)

Shorwood Brothers Incorporated Alphabetical Index—Baltimore Area

Location, Sta. No. and Operator

Annapolis, West St. at Washington St., 202, L. H. Green Annapolis, 927 W. West St., 219, C. J. Marston Annapolis, Parole, U. S. #50, East of Md. Hwy. #2, 150, Robf. Stallings Annapolis Rd. & 15th St.—Fort Meade, 234 H. F. & T. F. Wheeler Arbutus, East Drive & Linden Ave., 154, H. M. Andrest Bank & Wolfe Sts., 113, J. S. Marshall Bel Air, Md., 89, H. R. Rembold Belair Rd. (West Side) Fullerton, 100, J. J. Butt Belair Rd. (2026-32), 110, E. G. Roehre
Belair Rd. (4022), 160, B. S. Weilbrenner
Belair Rd., Raspeburg, 172, J. H. Hefner
Belair Rd., Raspeburg, 212, A. I., Knell
Belair Rd. & Anntana Aye., 102, A. M. Sariege Belair Rd. & Anntana Aye., 102, A. M. Sariego
Belair Rd. & Glen Arm Aye., 215, W. L. Bruns

Belair Rd. & Kenwood Aye., 188, L. W. Reaver & C. F. Reider
Belvedere Aye. & Pimlico Rd., 98, J. M. Collins
Boston & Aliceanna Sts., 153, L. V. Weber
Broadway & Lombard St., 50, W. F. King
Carey & Mosher Sts., 203, C. O. Bailey & C. A. Greene
Catonsville, Frederick Rd. Nr. Melvin Aye., 57, W. L. Forestell
Catonsville, New Edmondson, Aye. & Old Fred Rd 2029 Catonsville, New Edmondson Ave. & Old Fred. Rd., 232 Charles St. & M.P.R.R., Woodbrook, 43, Chester G. Brown Cherry Hill & Terra Firma Rds., 207, Isadore Hall Chesapeake Av. & 2nd St., Brooklyn. 209, R. J. Downey Clifton Ave. & Denison St., 204, S. L. Ayres & R. E. O'Meara Crain Hwy. & Ft. Meade—Odenton Rd., Millersville, 118 E. E. Wilburn Doffield Ave. & Cold Spring Lane, 181, W. E. Solenkow Dorsey Rd., Hwy. #176, Harmans, 175, J.-C. Walsh Dundalk & Baltimore Aves., Dundalk, 64, E. T. Phillips Eastern Ave. (8030). Essey, 190, F. H. Simpson & J. C. Eastern Ave. (8030), Essex, 199, E. H. Simpson & L. C. Simmons Eastern Ave. & Bonsal St., 126, J. W. Strickling & C. A. Ruttig Eastern Ave. & Caroline St., 602, C. W. Napel Eastern Ave. & Haven St. 26, W. A. Sommers Eastern Ave. & Kingston Rd., Middle River, 138, J. F. Zaloudek Eastern Ave. & Woodward Dr., Essex, 145, G. W. Lang Eastern Ave. opp. Martin Plant #2, Middle River, 125, A. L. Keath, Jr. Eastern Ave. & Stemmers Run Rd., Essex, 227, P. J. DiFilippo Edison Hwy. (1901) & Sinclair Lane, 149, J. G. Luerssen Edmondson Ave. (5223) W. of Charling Cross Rd., 164, L. E. Fugitt Edmondson Ave. W. of Swan Ave. (4604), Ten Hills, 47, E. M. Challoner & K. C. Harrington Edmondson Ave. & Franklintown Rd., 33, R. McGarrie Edmondson Ave. & Winters Lane, Catonsville, 223, Bruce E. Cameron Ellicott City, 319 Main St., 235, H. C. Wall Ellicott City, Frederick Rd. nr. Patapsco River, 139, G. A. C. Hodges Erdman Ave. (3004) W. of Belair Rd., 205, G. N. Walter Erdman Ave. & Sinclair Lane, 213, O. P. Owens Eutaw & Preston Sts., 603, J. Eisenberg

3802

Fairmount Ave. & Schroeder St., 612, N. M. Oshry Falls & Clarks Hill Rds., Mt. Washington, 116, C. L. Ridgely Falls Rd. & 36th St., 600, H. L. Dovell Falls Rd. & 41st St., 67, R. H. Edrington Location, Sta. No. and Operator

Fallsway Nr. Hillen St., 18, B. Nechamkin Fayette St. & East Ave., 184, R. Edgington Fagette St. & Exeter St., 168 Fayette St. & Highland Ave., 187. Fayette Filling Station Fort Ave. (900 E.) & Lawrence St., 210, J. Z. Matusak Fort Smallwood Rd. (8051), Clearwater Beach, 136, L. C. Mock Franklin St. & Fulton Ave., 167, J. Rock Franklin & Pearl Sts., 148, D. W. Bryant & M. Kramer Frederick Ave. & Calverton Rd., 96, J. J. Moran, Jr. Frederick & Caton Aves., 2, Frederick Ludwig Frederick Ave. (5008-10), 133, F. C. Job Frederick & Delrey Aves., Catonsville, 160, C. W. Schaper Frederick Ave. & Mount St., 4, J. R. Hild Gwynns Falls & Tioga Pkwys., 36, M. Leban Hanover St. (3030). 189, Aarid Van Lines, Inc. Harford Rd & Harview Ave., 206, A. J. & M. G. Foertsch Harford & Kentucky Aves., 52, J. H. Leggett Harford Rd. & Southern Ave., 86, A. R. Alessi Hebbville, Rolling & Windsor Mill Rds., 190, L. F. Stirn Highland Ave. & Fayette St., 187, Fayetfe Filling Station Holabird & East Aves., Dundalk, 193, R. J. Butler Hollins & Carey Sts., 84, G. P. Jones Homewood & Kirk Aves., 161, J. Glendenning Howard St. N. of 25th St. (2524), 42, G. B. Daniel Joppa & Old Harford Roads, Baltimore County, 38, N. C. Baslor. Joppa Rd, & Loch Raven Blvd., Baynesville, 185, M. F. Traband & J. J. Smith Kenwood Ave. & Eager St., 146, H. W. Pokrywka Koswick Rd. (3510), 27, P. T. Ferguson Key Hwy. & Jackson St., 144, J. H. Countess Lafayette Ave. & Gilmor St., 180, W. S. Tucker Laurel; Wash. Blvd. at North end of Town, 618, H. Hardingham Lexington & Pulaski Sts., 45, S. Zito Liberty Heights Ave. (3000) & W.M.R.R., 39, J. O. Leatherwood Liberty Heights & Ayrdale Aves., 85, Harry Zoll Liberty Heights & Milford Aves., 94, J. H. Thompson Light & York Sts., 15, K. E. Porter Linthicum, Md. (Hwy. #170 & Benton Ave.) 176, J. W. & M. E. Ritter Linthicum, Md. (Old Annapolis Rd. & Hammonds La), 231, G. P. Brown & M. D. McCaslin Loch Raven Blvd. & Taylor Ave., Balto. County, 201, C. H. Walper Lombard & Congling Sts., 214, Geo. H. Becker, Jr. Lutherville, York Rd. & Bollona Ave., 163, L. E. Stokes

#### 3804

Martin Blvd. & Middle River Rd., Middle River, 186, C. H. Bodino Merritt & Wise Aves., Dundalk, 137, D. R. Woolford Millersville, U. S. #301 & Md. Hwy. #178, 103, J. G. Deinlein Monroe & Presstman Sts., 25, H. Zell Mountain & Annapolis Rds., Lipins Corner, 59, I. C. Gary Mountain & Disney Rds., Jacobsville, 211, S. E. Dunlap & W. C. Stallings North Ave. & Ashburton St., 134, B. Frieman—North Ave. & Charles St., 13, C. H. Hudgins North Point Blvd. Nr. Maithai Ave., Dundalk, 192, A. J. Lombardi North Point Rd. & Merritt Ave., Sparrows Point, 78, G. F. Bamford North Point Rd. & Nortis Lane, Gray Manor, 222, J. F. Fotia Oid Harford Rd. & Taylor Ave., Parkville, 158 A. Glorioso Paca & Dover Sts., 29, J. H. Stegman Park Heights Ave. (5250), 41, J. W. Itiner

#### Location, Sta. No. and Operator

Patapsco Ave. & 9th St., Brooklyn, 217, Q. K. Porter Patterson Park Ave. & Gay St., 177, F. S. Catania & B. R. Smith Penna. Ave. & Baker St., 604, C. E. Wohrna Pikesville, Reisterstown Rd. & 7 Mile Lane, 228 Pikesville, Reisterstown Rd. Nr. Walker Ave., 35, A. E. Caltrider Poncabird Pass (1725), 224, F. B. Hildebrand Pratt & Sharp Sts., 609, I. Finegold Pratt & South Sts., 3, Louis Vogel Pulaski Hwy. & Chesaco Ave., Rosedale, 142. H. Reitemeyer Pulaski Hwy. & Ebenezer Rd., White Marsh, 162, C. H. Mizelle Pulaski Hwy. & Ellwood Ave., 182, D. & J. C. Sause Pulaski Hwy, & Ft. Royle Rd., Edgewood, 159, C. B. Ricketts Pulaski Hwy, & Haven St., 49, W. J. Ruppert Corp. Pulaski Hwy, & Golden Ring Rd., 196, C. R. Gross Randallstown, Liberty & McDonogh Rds., 178, R. P. Haight Reisterstown, Hanover & Westminster Pikes, 40, S. K. Osborn Reisterstown, Reisterstown Rd. & Berrymans Lane, 230, C. E. Caltrider Reisterstown, Reisterstown Rd., Opp. Cockeys Mill Rd., 198, W. L. Leaf Reisterstown Rd. (2244), 179, M. G. Bowen Reisterstown Rd. & Garrison Ave., 34, R. Coleman Reisterstown Rd. & Glen Ave., 157, R. I. Walters Reisterstown Rd. & Irving Place. 166, R. H. Cowley Reisterstown Rd. & Ridgewood Ave., 605, C. Young Reisterstown Rd. & Woodland Ave., 5. Hargy Simm Revell Hwy. (U. S. Hwy. #50), St. Margarets, 143, A. J. Slater Ritchie Hwy. & Eighth Ave., Glen Burnie, 226, C. L. Durm Ritchie Hwy. & Elvaton Drive. Pasadena, 141, H. M. Jones Ritchie Hwy, & Furnace Branch Rd., Glen Burnie, 623, C. B. Didlake Ritchie Hwy. & Jones Road, Jones, 229 Ritchie Hwy. & Hammonds Lane, 216, F. 11. Ward Ritchie Hwy. & Jumpers Hole Rd., Pasadena, 225, John Knott, Jr. Ritchie Hwy. & Old Annapolis Rd., Glen Burnie, 147, T. W. Rennie Ritchie Hwy & Severna Park Rd., Severna Park, 140, R. W. Petty

#### 3806 -

Sherwood & Overbrook Rds., Idlewylde, 220, R. R. Robertson Sinclair Lane & Erdman Ave., 213, O. P. Owens Southwestern Rivd. thru to 4311 Leeds Ave., Arbutus, 194, R. F. Croft Sykesville, Main St., 56 R. H. Cutsail 33rd & Barclay Sts., 106, C. A. Edmonston & P., F. Wilson 25th St. & Kirk Ave., 601, H. P. & F. N. Koenig 25th St. & Loch Rayen Rd., 53, B. J. Haber Towson, York Rd. & Washington Ave., 156, Elton Willett Towson, York Rd. & Willow Ave., S7, F. L. Tawney U. S. Hwy. #301 & Quarterfield Rd., Glen Burnic, 197. F. Kalivoda & W. T. Lawrence Washington Blvd., Elkridge, 619, G. F. Eble & C. F. Meyd Washington Blvd. & Annapolis Ave., 610, 1., D. Wheeler Washington Blvd. & Caton Ave., 37, S. E. Wenck Washington Blvd. & Guilford Rd., Savage, 620, S. J. Orndorff Washington Blvd. & Monroe St., 22, G. H. Zepp Westport, 2001 Annapolis Ave., 195, B. P. Morrison & F. J. Cox, Sr. Wise Ave. & Pinewood Dr., Dundalk, 174, G. H. Goldschmidt & F. W. Kail Wilkens Ave. (3000), 92. Regan Motors, Inc. Woodlawn, 2110-12 Gwynn Oak Ave., 95, E. G. Smith York Rd. & Belyedere Ave., 155, Geo, Koloup York Rd. & Oakland Ave., 30, Louis H. Rettberg York Rd. & Windwood Ave., Anneslie, 208, J. B. McMaster York Rd. (5316) Nr. Woodbourne, 99, W. G. Adolph

#### COMMISSION EXHIBIT NO. 403A-S. 3808

#### "Various Types of Dealers"

- L.O. Stations (Lessee operated) on the attached list are those stations indicated by the number shown beside the name.
- D.D. Stations are those stations handling two or more different brands of gasoline.
- U.D. Stations (unmarked on the attached list) handle only Betholine and Sinclair H-C gasolines.

#### 3810

#### Territory #1-Wrede

Adolph, W., #99, 5316 York Rd. Berry, Louis E., Belmont & Bonaparte

Berry, Louis E., Belmont & Bonaparte Brown, Chester, #43, 6207 N. Charles St. Ave. Chesapeake Cadillac Co., 24th & Charles Sts. City Playboy, Inc., 1059 Homestead St. Covahev, E. C., Timonium, Md. Daniel o. B., #42, 2524 N. Howard St. Edmonston & Wilson, #106, 33rd & Barclay Sts. Ehman's Garage, 5413 York Rd. Engel, I. H., Providence Rd.—Towson Glendening, John, #161, Homewood & Kirk Aves. Goodyear Tire & Rubber Co., Mt. Royal Ave. & Oliver St. Haber, Bernard J., #53, 25th St. & Montebello Ave. Halsey, D. W., 900 Greenmount Ave.

Halsey, D. W., 500 Greenmount Ave.
Homewood Garage Co., 3300 St. Paul St.
Hudgins, Charles, #13, North Ave. & Charles St.
Kelly Buick Sales Corp., Mt. Royal Ave. & Charles St.
Koenig, H. P. & F. N., #601, 25th St. & Kirk Ave.
Kaloup, Geo., #155, York Rd. & Belevedere Ave.
Kolpack & Mitchell, Guilford Ave. & Chase St.
Lyons, John H., 2743 Greenmount Ave.
Mid-City Sales, 25th & Greenmount Aves.
McMaster Los B. #208 York Rd. & Windwood Ave. D.D. Mid-Jity Sales, 20th & Greenmount Aves.

McMaster, Jos. B., #208, York Rd. & Windwood Ave.

Nechamkin, B., #18, Fallsway Mr. Gay

Rettberg, Louis, #30, York Rd. & Oakland Ave.

Robertson, Robt., #220, Sherwood & Overbrook

Saylor, David, 24th & Montebello

Schneider, W., 881 Park Ave.

#### 3812

Stokes, Landon E., #163, Lutherville, Md. Tawney, Frank L., #87, York Rd., Towson Vogel, Louis, #168, Fayette & Exeter Sts. Weber, H. T. York Rd. & Homeland Ave. Willett, Elton, York Rd. & Washington Ave. Ziegler, Frederick J., #27, 3510 Keswick Rd.

#### Territory #2-Brenizer

Alessi, A., #86, Harford Rd. & Southern Ave. Basler, N., #38, Joppa & Old Harford Rds. Bearsch, Wm. H, Abingdon, Md.

D.D. Bradfield Bros. & Schwartz, Belair Rd. & Southern Ave. Brun, Wm. L., #215, Belair Rd. & Glenarm Ave. Burns, John L., Belair & Mountain Rds.—Falston Butt, John J., #100, Belair Rd.—Fullerton Cowley & Nelson, Belair & Forge Rds.

Creeger, Anna, Harford & Chase Fisher, Geo. C., Harford & Arizona Ave. Foertsch Bros., #206, Harford Rd. & Harview Ave. Fulker Motor Co., 4935 Belair Rd.

Glassman, Reuben, Mountain Rd.—Fallston Glenmore Motor Co., Inc., 6418 Harford Rd.

Glorioso, A. A., #158, Old Harford Rd. & Taylor Ave. Govoruk, Nickolas J., 2339 Harford Rd.

Green, C. H. & Sou, Belair Rd.—Kingsville

D.D. Hanson's Garage, 4617 Harford Rd.

Hare, C. L., 3023 Hamilton Ave.

Green, C. H. & Son, Belair Rd.—Kingsville
D.D. Hanson's Garage, 4617 Harford Rd.
Hare, C. L., 3023 Hamilton Ave.
Haslbeck, John, Harford Rd. & Emerald Ave.
Hefner, J. Henry, #172, Belair Rd.—Raspeburg
Knell, A. L., #212, 7533 Belair Rd.
Lassahn Garage, 7413 Belair Rd.
LeBorys, Alexander J., Parkville
Leggett, J. H., #52, 3500 Harford Rd.
Link, John, Belair Rd.—Fullerton

Miller Brothers, Harford & Sunshine Rds.—Fork
D.D. Motoramp Gen. of Md., 298 Water St.

McGee, Rhuben T., 1714 Taylor Ave.
McKenzie, Chas., Harford Rd.

#### 3816

D.D. New Mid-City Garage, 26 S. Charles St. Parks, J. L., 5619 Harford Rd. Reaver & Reider, #188, Belair Rd. & Kenwood Ave. Rembold, Howard, #89, Belair, Md. Richards, Emmet H., Towson, Md. Roehre, Edw. G., #110, 2026 Belair Rd. Rye, G. Leonard, Lock Raven.

Richards, Emmet H., Towson, Md.
Roehre, Edw. G., #110, 2026 Belair Rd.
Rye, G. Leonard, Lock Raven.
Spencer, Geo. E., #177, Gay St. & Patterson Pk. Ave.
D.D. St. Paul-Garage Corp., St. Paul & Saratoga Sts.
Sandy, Charles E., 2018 Belair Rd.
Sariego, A., #102. Belair & Antana Rds.
Schneider, John E., Harferd & Joppa Rds.—Towson
Traband & Smith. #185, Loch Raven
Walper, C., #201, Loch Raven & Taylor Ave.
Weilbreiner, Bradley S., #169, 4922 Belair Rd.
Zeller, M. Ridge Rd. & Fitch Ave.

#### 3818

#### Territory #3-E. Evans

Abels, E. C., 1000 N. Rutland Ave.
Anderson, J. J., Joppa, Md.
Becker, Geo., #214, Lombard & Conkling Sts.
Betz, J. H., Raspeburg, Md.
Bewers, M. Pulaski Hwy., Edgewood
Brinkman, Arthur, Edgewood Rd.—Edgewood
Edgington, Robert, #184, Fayetts St. & East Ave.

Fruhiing, C. C., Pulaski Hwy, Joppa
Geiger, M., 901 Glover, St.
Gettig, I., 332 S. Highland Ave.
Graham, Jennie, Old Philadelphia Rd.—Joppa
Gross, G. R., #196, Golden Ring & New Phila. Rds.
Highway Garage, Inc., 7306 Pulaski Hwy.
Hoffle & Harry, #49, Pulaski Hwy, & Haven Sts.
Jester, E. P. & Son, 1301 N. Spring St.
Keithley, G. T., White Marsh, Md.
Kramer, Henry, Noble & Conkling Sts.
Lessner, E. J. Jr., 2300 Llewellyn Ave.
Leurssen, J. G., #149, 1901 Edison Hwy.
Marshall, John, #113, Bank & Wolfe Sts.
D. Mayfield Garage & Filling Sts., 3312 Belair Rd.
Mizell, C. H., #162, Pulaski Hwy, & Ebenezer Rd.
Morgan, T. C., Abingdon, Md.
Owens, O. P., #213, Erdman & Sinclair Lane
Pokrywka, H. W., #146, Kenwood Ave. & Eager St.
Proctor's Garage, 402 N. Patterson Park Ave.
Reltensyer, H., #142, Pulaski Hwy, & Chesaco Ave.
Ricketts, Clifford B., #159, Pulaski Hwy, & Ft. Hoyle Rd.
Ritter, W. A., Philadelphia Rd. & Spring Ave.

3820

Robb, E., 814 N. Chester St.
Sause, D. & J. C., #182, Pulaski Hwy. & Ellwood Ave.
Seubert, Jos. N., Pulaski Hwy. & 64th St.
Sonberg, C. L., Pulaski Hwy.—Belcamp
Tanner, Bernard F., Fradshaw, Md.
Walle Motors, 2230 E. Fayetts St.
Wagner, C. A., 963 Wolfe St.
Walter, Geo. H., #205, 3004 Erdman Ave.

3822

### Territory #4-Oswald

Bamford, Geo... #78, North Pt. Rd.—Sparrows Point Baxier, G. Ross, Oldham & Eastern Ave. Bennett, Robert, Middle River, Md. Berger, Julius, Leonard and Richard, #145, Eastern Ave. & Wood Ward Dr. Bodine. Clas. H., #186. Martin Blvd, & Middle River Rd. Bova Grocery, Golden Ring Rd. Briggs, A., Rt. 14—Oliver Beach Brunek, S. & R. Hewitt, Boston & Bonga St. Bumgardner, 311 Avondale Rd. Butler, Robt. J., #193, Holabird & East DeFillippo, P., #227, Eastern & Stemmers Run Rd. Farmer, Charles N., Sparrows Point Rd. Folia, Joseph, #222, North Pt. Rd. Foulkes Motors, 50 Eastern Av.—Essex Gebhard, Charles, 6902 Holabird Ave. Gensler, Daniel, 401 S. Marlyn Ave. Goldschmidt & Kail, #174, 108 Wise Ave. Haetler, C. H., Back River Neck Rd. Hall, F. H., Middlebaro & Oak Rds. Hildebrand, F. B., #224, Poncabird Pass Hoesch, J. M., 7403 Eastern Ave. & Turkey Pt. Rd. Keath, A. L., #125, Eastern Ave. Rd. Landa, Frank H., Mace Ave.—Essex Lejelak, Frank S., Lodge Forest, Md.

Lombardi, A., #192, Old North Pt. & New North Pt. Rds. Markel; Dorothy, 7745 N. Point Creek Rd. Mason, Donald, Sparrows Point, Md. Meusel, H. C., 506 S. Ponca St.

3824

Mone, Claudio, Wise Ave. & Pincak Rd.

McAndrews, Wm. J., Eastern Ave. Rd.—Chase
Parrott, R., Back River Neck Rd.
Pecord, Frank & Armand Citroni, 4101 North Point Rd.
Phillips, E. T., #64, Dundalk, Md.
Simpson & Simpsons, #199, 8030 Eastern Ave.
Sommers, W. A., #26, Eastern Ave. & Haven St.
Strickling & Ruttig, #126, 5924 Eastern Ave.
Woolford, Pixon, #137, Wise & Merritt Ave.
Zaloudek, John F., #138, Eastern Ave. & Kingston Rd.
Zannino, Larry, 201 North Point Rd.

3826

#### Territory #5-Holsinger

Aarid Van Lines, #189, 3030 S. Hanover St. Baron, Harry H., 608 S. Regester St. Bozek, Frank, Curtis Bay, Md.
Countess, J. H., #144, Key Hwy. & Jackson St. Cox, Fred Sr., #195, Annapolis Ave. & Claire St. Dotson, Wm. C., Furnace Branch Rd., Brooklyn Downey, R. J., #209 Chesapeake, & 2nd St. Drgos, Stephen, 700 S. Montford Ave.
Dunlap & Stallings, #211, Mountain Rd., Pasadena Finegold, I., #609, Sharp & Pratt Sts.
Fox Chevrolet Sales, 2020 S. Hanover St.
Gary, Ida, #59, Annapolis Blvd., Millersville Gibson, Island Club (Hhilip Lusby), Gibson Island, Md. Gold, Aaron; 1513 E. Baltimore St.
Hall, Isadore, #207, Cherry Hill & Terra Firma Rds. Heid, Wm. E., 600 S. Ellwood Ave.
Hock, Geo. J., Glen Burnie, Md.
Isaac, A., P. O. Pasadena, Md.
Juengst, C. Louis, 2200 Pennington Ave.
King, Wm. F., #50, Broadway & Lombard Sts. Knieff, Royal, 2703 Foster Ave.
Kutchey, John B., 528 S. Conkling St.
Md. Yacht Club, Hanover St.

Matusak, James, #210, 900 E. Fort Ave.
Menser, H. G., 10 S. Bouldin St.
Mock, Lloyd C., #136, Clearwater Beach, 8051 Ft. Smallwood Rd.
Monaco, Val, Eastern Ave.
Napfel, Christopher W., #602, Eastern Ave. & Caroline St.

3828 -

Parker, Charles, 7500 Ft. Smallwood Rd. Porter, K. E., #15, Light & Hill Sts. Porter, Q. K., #217, 9th & Patapsco Schanken, Earl L., Mountain Rd., Pasadena Schaefer & Strominger, Eaton & Fleet Sts. Schmidt, George, Mountain Rd., Jacobsville Sheen, B., #3, Pratt & South Sts. Stankiewicz, Walter, 4925 Pennington Ave. Stegman, John. #29, Paca & Dover Sts. Toland, A. J., 1200 S. Linwood Ave. Vollmer, R. W., Water Oak, Point Weber, L., #153, 2119 Boston St.

#### Territory #6-R. Evans

Brown, G. P. & M. D. McCaslin, #231, Old Annapolis Rd. & Hammonds Land
Clark, W. E., Old Annapolis Rd. & Nursery Rd.
Deinlein, J. Geo., #103, Crain & Generals Hwys.
Diamond, Gus, RFD #2—Old Annapolis Rd.—Annapolis
Didlake, C. B., #623, Furnace Branch Rd.—Glen Burnie
Doering & Warfield, 4005—2nd St.—Brooklyn
Dove, Owen, Edgewater, Md.
Durm, C. L., #226, Ritchie Hwy.—Glen Burnie
Erwin, R. A., Eastport, Md.
Foundas, S. A., 170 Conduit St.—Annapolis
Galloway, Geo., Riva, Md.
Garey, Jos. J., Nursery & Hammonds Ferry Rd., Linthicum
Gorley, Wm.—H., 5633 Belle Grove Rd.
Goudreau, E., Best Gate Rd.—Annapolis
Green, L. H., #202, West & Washington Sts.
Hanecke & Whitely, Arnold, Md.
Hild, J. R., Frederick & Mount Sts.
Jones, G. P., #64, 1301 Hollins St.
Jones, Hugh M., #141, Gov. Ritchie Hwy.
Kalivoda & Lawrence, #197, Rt. 301 at Quarterfield Rd., Glen Burnie
Kestler, E. W., Shipley Sta.—Linthicum
Knott, John, #225, Ritchie Hwy. & Jumpers Hole Rd.
Kolb, Clarence D., Harwood, Md.
Langford, G. L., Lansdowne, Md.
Langford, G. L., Lansdowne, Md.
Langford, G. L., Lansdowne, Md.
Langford, Frank, Crain Hwy.—Millersville
Marston, C. J., #219, 927 West St., Annapolis
Micciche, Frank, Crain Hwy.—Millersville

3832

Miller, A. H., Annapolis, Md.
Moran, J. J., #96, Frederick Ave. & Calverton Rd.
Petty, Robert W., #140, Severna Park
Regan Motors, Inc., #92, 3000 Wilkens Ave.
Rennie, T. W., #147, Glen Burnie, Md.
Ritter, John & Marie, #176, Linthicum, Md.,
Robinson, M. C., Shady Side
Schmidts, Charles, Ritchie Hwy.—Jones Sta.
Selsky, M., Shady Side, Md.
Slater, A. J., #143, Revell Hwy.—Annapolis
Stallings, Robert, #150, Camp Parole
Stearling, Rodger C., Shady Side, Md.
Stevens, J. W., #229, Ritchie Hwy. & Jones Rd.
Wagner, Carl, Glen Burnie
Ward, F., #216, Ritchie Hwy, & Hammonds Lane
Zepp, George H., #22, Washington Blvd, & Monroe St.
Zepp, D. R., Edgewafer, Md.

3834

#### Territory #7-Neilson

Andrest, Harry M., #154, Arbutus, Md.
Barger, Wm. L., Crain Hwy.
Barrow Service Station, Odenton, Md.
Becker, Bernard M., Wilkens & Leeds Ave.
Brown, Jacob S., Glenlg, Md.
Bryant, D. W. & M. Kramer, #148, Franklin & Pearl Sts.

Cassady, J. E., Dorsey, Md.
Croft. Benjamin F., #194, 4211 Leeds Ave.
Dorsey, Thomas, Cambrills, Md.

Dunn, Andrew J., Waterloo, Md.
Eble & Meyd. #619, U. S. Rt. #1—7 miles NE of Laurel
Economy, Bujding & Sply., Harmans, Md.
Foley, G. B., Ridge Rd.—Harmans, Md.
Gosnell Brothers, 4619 Leeds Ave.—Arbutus
D.D. Hallyburton, Frank & Fannie, 710 Caton Ave.
Hardingham, Harry Jr., #618, U. S. Rt. 1—Laurel
Hastings, C. J., Newcut Rd.—Severn
Heintz, L. P., #1, Gambrills, Md.
Hobb, Leonard C., Dayton, Md.
Hodges, Addison, #139, Ellicott City, Md.
Jerman, Ray, Gambrills, Md.
Joh, Fred C., #133, Frederick Rd. & Norwood Ave.
Jung, F., 2700 W. Baltimore, St.
King, Wm. E., Laurel to Bowie Rd.—Laurel
Leedy Bros., Severn, Md.
Ludwig, Frederick, #2, Frederick & Caron Aves.
Meyers, Alonzo, Simpsonville, Md.
Miller Chevrolet, Elkridge, Md.
Moore, Woodrow, Ellicott City, Md.
Nichols Motor Co., Laurel, Md.

#### 3836

O'Lexey, John H., Severn, Md.,
Orndorff, S. J., Washington Bivd.—Jessups
Orndorff, S. J., #620, U. S. Rt. #1—Savage
Oshry, M., #612, Fairmoupt Ave. & Schroeder St.
Palmer's Garage, Annapolis, Md.
Pickett, C. K., Clarksville, Md.
Schaper, C. W., #160, Frederick & Delrey Aves.
Schulte Motor Sales, Inc., 3605 Wilkens Ave.
Scovitch Brothers, Washington Bivd.—Laurel
Spitzer, H., Scaggsville, Md.
Taylor, F. M., Odenton, Md.
Vogelsang, Louis, Catonsville Junction, Md.
Wagner, J. W., 4010 Benson Ave.
Wall, H. C., #235, Ellicott City, Md.
Walsh, John C., #175, Harmans, Md.
Wenck, S. E., #37, Washington Blvd, & Caton Ave.
Wheeler, E. D., #610, Washington Blvd, & Annapolis Ave.
Wheeler, H. F., #234, 15th & Annapolis Ave.—Odenton
Wilburn, Edw. E., #118, Millersville, Md.
Williams, Henry K., RFD #2—Ellicott Ciry
Wooten, H., Md. Rt. #198—Laurel
Zito, S., #45, Pulaski & Lexington Sts.

#### 3838

#### Territory #8-Bowman

Ayers & O'Meara, #204, Clifton Ave. & Denison St.
Bonsall, J. F., #95, 2110 Gwynn Oak Ave.
Bradenburg, A., Lisbon, Md.
Brandt, John P., Liberty Rd.—Randallstown
Brown, Herman, Mt. Airy, Md.
Cameron, Burce E., #223, New Edmondson Ave. & Winters Lane
Clements Motors Co., Eldersburg, Md.
Crouthamel's Garage, 1905 Ellamont St.
Cutsail, R. H., #56, Sykesville, Md.
Eberthart, Wm., Windsor Hill Rd. & Forrest Ave.
Frieman, B., #134, North Ave. & Ashburton St.

Fuggitt, Earl, #164; Edmondson Ave, & Charing Cross Rd. Gates, B. M., Marriottesville, Md.
Haight, R., #178, Randallstown, Md.
Harris, H., Edmondson Ave. & Payson St.
Hiddebrand, James B., 2200 W. Lafayette Ave.
Hobbs, J. N., #47, 4604 Edmondson Ave.
Jones Motor Co., Ridgeville, Md.

Hobbs, J. N., #47, 4004 Famondson Ave.

D.D. Jones Motor Co., Ridgeville, Md:
Lauterback, John Jr., Liberty Rd.Randallstown
Leban, M., #36, Gwynns Falls & Tioga Pkwys,
Liebno, Carl, Franklintown, Md.
Marcus, Sidney O., West Friendship, Md.
McGarrie, R., #33, Edinondson Ave. & Franklintown Rd.
Powell, B. P., 7409 Liberty Rd.
Riddle, Henry L., Hebbville Garage—Woodkawn
Rock, Joseph, #167, Franklin & Fulton Aves.
Sauter, Marshall F., Ellicott City, Md.
Sauter, M. & M. Sta., By-Pass #40, New Edmondson Ave.
Ellicott City, Md.

3840

Schwartz, Geo. W., 5816 Windsor Mill Rd.
Schochets, D., 900 Edmondson Ave.
Shaffer, H. P., New Edmondson Ave. & Old Frederick Rd.
Smith, C. D., Woodstock, Md.
Smith, E. G., Edmondson Ave. & Harlem Lane
Stirn, Louis, #190, Rolling & Windsor Mill Rd.
Thempson, J. H., #94, Liberty Hgts. & Milford Aves.
Turner, Edw., Ingleside Ave. & Harlem Lane
Warfield, H. Deets, Mt. Airy, Md.
Zell, Harry, #85, Liberty Hgts. & Ayrdale Aves.
Zepp, P. F., Granite, Md.

3842

#### Territory #9-Wagner

Astrin, Milton, #181, Coldspring Lane & Dolfield Ave. Bailey & Green, #203, Carey & Mosher Sts.

Bloom, W., Reisterstown, Md.

Bowen, Marshall G., #179, 2244 Reisterstown Rd.

Brooks-Huff Tire Co., 5201 Fairlawn Ave.

Brown, Wm. D., Pleasant Hill, Md.

D.D. Burkholder, Frank A., Owings Mills, Md.
Caltrider, A. E., #35, Reisterstown Rd.—Pikesville
Caltrider, C., #230, Reisterstown Rd. & Berryman's Lane'
Coleman, R., #34, Reisterstown Rd.—7 Garrison Ave.
Collins, James, #98, 2801 Belvedere Ave.
Cowley, R. H., #166, Pikesville, Md.
Dovell, Harry #600, 36th & Falls Rd.
Edrington, R.——1 H., #67, 4101 Falls Rd.
Edrington, R.——1 H., #67, 4101 Falls Rd.
Elsenberg, J., #003, Eutaw & Preston Sts.
Elburn, H. W. 4533 Falls Rd.
Garber, Edw., Barrymans Lane—Reisterstown
Hutzler's Shopping Center Garage, Mulberry St. nr. Howard
Ittner, John W., #41, 5250 Park Hgts. Ave.
Leaf, W. L., #198, Reisterstown Rd.—Reisterstown
Leatherwood, J. O., #39, 3000 Liberty Hgts. Ave.
Moyer Motor Co., Inc., 5401 Reisterstown Rd.
Niggell, A. J. & M. E., Greenspring Ave.—Owings Mills
Osborn, S. K., #40, Hanover & Westminster Pikes
Park Heights Auto Supply
Phillips, W. N., Reisterstown Rd.—Owings Mills
Ridgely, C. L., #116, Falls Rd. & Clark Hill Rd.

Shipley, H. L., Reisterstown, Md.
Simms, Harry, #5, Reisterstown Rd. & Woodland Ave.
Tillman, T., Park Hgts, & Walnut Ave.
Trapp, Raymond, Riderwood, Md.
Tucker, Wm. S., #180, Lafayette Ave. & Gilmor Sts.
Walters, R. I., #157, Reisterstown & Glen Ave.
Wohrna, Charles E., #604, Pennsylvania Ave. & Baker St.
Young, A., #605, Reisterstown Rd. & Ridgewood Ave.

3846 COMMISSION EXHIBIT NO. 404.

This Agreement, made this day of

### Sherwood Brothers Incorporated

#### Bailment Agreement

19, by and between Sherwood Brothers Incorporated, a Maryland corporation, party of the first part, and
of
party of the second part, Witnesseth, That,
For the mutual considerations hereinafter set forth and
by reason of the special trust and confidence the party of
he first part (hereinafter referred to as "Sherwood")
reposes in the party of the second part (hereinafter referred
o as "Agent"), it is agreed that Agent may act as a
non-exclusive bailee for hire for Sherwood in the territory.
lescribed at the end hereof, with headquarters at
, State of ;
and Agent hereby agrees to act in such capacity subject to
agrees to not in such capacity subject to

1. The respective rights, duties and obligations of the parties in performing hereunder shall be those imposed by law upon Sherwood as bailor and Agent as bailee for hire as enlarged by this agreement, it being understood that the choice of the term "Agent" is for reasons of past Sherwood Brothers Incorporated practice and not for legal reasons, and there is no intention by the use of such term

the following terms and conditions:

or the performance of any act hereunder to clothe party of the second part with any powers, rights or authorizations, representative or otherwise, not herein affirmatively set forth.

- 2. Agent shall receive, care for, measure and account for in conformity to Sherwoods' requirements, and sell, exclusive of other similar products, the oils, lubricants and other products (herein referred to as "products") that Sherwood supplies for sale, and shall deliver and collect for all products thus sold, it being understood that all such products shall remain the property of Sherwood until sold and that the proceeds therefrom shall be the property of Sherwood and subject to its orders. If Agent shall handle and deal in property other than that supplied for sale by Sherwood, Agent shall not permit the same to interfere with Agent's obligations and duties hereunder, Agent agrees not to commingle with Agent's funds the proceeds of sales or other moneys of Sherwood and likewise agrees to keep Sherwood's products separate and apart from the property of Agent and that of third parties. Agent shall exercise the highest degree of care to insure against any contamination, adulteration or any accidental mixing together whatsoever of the various petroleum prodncts to be stored, handled, sold and delivered hereunder.
- 3. Sherwood shall specify not only the prices at which products bailed to Agent shall at all times be sold but also all governmental taxes, excises and exactions to be charged and collected in connection with such products, their sale, delivery or other disposition; and Agent agrees not to deviate therefrom.
- 4. Unless otherwise directed, Agent shall make daily deposit of all collections in the bank designated by Sherwood, and shall each day secure and fransmit receipted deposit slip, certificate of deposit or such other evidence of such deposit as Sherwood may specify; and shall report

daily, or as often as Sherwood may require in writing, all stocks, sales, collections, deposits and remittances on form provided by Sherwood, such report to show stocks, sales, collections, deposits and remittances made from date of last previous report to and including date of current report.

5. Agent shall send all reports, evidences of deposit, remittances, inventories, and correspondence to Sherwood at 10 Light Street, Baltimore 3, Maryland, except as otherwise directed by it.

6. Agent shall submit to Sherwood an inventory of all products and property remaining on hand on the last day of each month of on such other business day as Sherwood may direct for closing monthly business.

7. Agent shall obtain prompt return when due from customers of storage and sales equipment and all shipping barrels (heavy steel drums) and furnish strict accounting thereof, and of all light iron barrels returned for credit by customers, reporting the number to be credited to each customer by name; and shall make such disposition of all containers as Sherwood may direct.

8. Sherwood reserves the right to reject, either with or without cause and without assigning to Agent any reason for such action, any orders taken by Agent. No commissions are to be paid on rejected orders or on orders cancelled by purchasers. In computing and paying any commissions earned under this agreement, or any other sum that may be due Agent from Sherwood, there shall be deducted therefrom and retained by Sherwood for its own use sums equivalent to commissions which Agent may have theretofore received from sales upon which customers have returned the products for credit, and any other like items reducing Sherwood's net cash receipts from such sales.

9. Agent shall at Agent's own expense furnish necessary trucks, truck-tanks, motive power, drivers, labor, water, light, power, and heat, and shall also pay all neces-

sary expenses in draying Sherwood's products and equipment and in making sales, deliveries and collections. Agent shall also at Agent's own expense apply for in Agent's own name and have installed at Agent's headquarters a telephone which shall be listed in the proper telephone directory and other directories in the name of Sherwood Brothers Incorporated with the street address of Agent's headquarters. All charges for local and long distance calls made by means of such telephone, whether such calls be of a business or private nature, shall be for the account of Agent, and Sherwood shall not in any case be obligated to pay any such charges or to reimburse Agent for any payments so made. Sherwood may pay any such charges and deduct the amounts so paid from any moneys then due or thereafter to become due Agent.

Agent shall: (a) employ no improper, questionable or illegal methods in soliciting or securing business covered by this agreement; (b) observe the price schedules of Sherwood and any instructions given Agent covering matters for which Sherwood is responsible hereunder; (c) exercise due vigilance in protecting the equipment, property and products of Sherwood, notifying it promptly in writing of any condition which may arise requiring its attention; (d) make collections of such accounts in Agent's territory as Sherwood may deliver to Agent for that purpose; (e) assist Sherwood generally in promoting the successful merchandising of its products and the profitable utilization of its properties; (f) secure and maintain in force at Agent's cost any and all permits and licenses required by law for the conduct of Agent's operations as bailee hereunder: (g) comply with all valid laws, ordinances and regulations as to weights and measures and as to the transportation of flammable products and, in addition,

with safety recommendations of Sherwood.

3848 II. In consideration of the fulfillment of the stipulations, obligations and requirements hereof, and as

full payment for any and all service performed by Agent hereunder, Sherwood agrees to pay monthly to Agent commissions on only those sales and deliveries made by Agent in Agent's territory which accord with the conditions and rates specified in the schedule set forth below:

## Schedule of Commissions

(A)	Unit	Commissions.
	(1)	Betholine
0	(2)	(
		(
	(4)	(
	(5)	( Cents per gallon Fuel Oils
	(6)	( c) Cents per gallon
	(7)	Cents per
	(8)	Cents per
100		Cents per
(B)	to Sh duties	entage commissions based on net realized price derwood exclusive of all taxes, inspection fees, and charges now or hereafter imposed by any
	gover to the	nmental authority applicable to the products, or manufacture, sale, delivery or handling thereof:
		All Anti-Freeze  (%) Per cent.
	(2)	Lubricating Oils and Greases (%) Per cent.

(3)	Specialties an		ides			
(4) (5)		Per cent.		•	. •	
(6)	(%)	Per cent.		***************************************		
	1 1000000000000000000000000000000000000	Por cont				

- The parties agree that The foregoing schedule includes all rates and describes the exact conditions and circumstances under which commissions shall be payable and. that Agent shall be entitled to no compensation for any sale, delivery or service not plainly embraced within the. specific terms of, or for which no applicable rate is provided in, said schedule. Sherwood reserves the right to effect deliveries from its stock of products bailed to Agent. Sherwood shall have the right to withhold payment of Commissions on any sale or delivery made by Agent until payment therefor has been received by Sherwood. Sherwood shall desire to change, add or eliminate any rate or any provision in said schedule the same shall become effective upon fifteen (15) days written notice to Agent and a memorandum thereof in writing may be signed by the. parties hereto as provided in Paragraph No. 25 hereof in lieu of the execution of a new contract, provided that no such change shall alter or modify any other provision of this agreement.
- 13. In the event Sherwood, at its sole discretion, pays to Agent any sum as an advance against commissions earned hereunder, the amount of such advance so paid to the Agent shall be deducted and withheld by Sherwood from the amount of Agent's commissions actually due during and payable for the month in which any such advance payment shall have been made.

3849 14. Agent shall not extend credit for Sherwood's account to any customer without first securing permission in writing from Sherwood so to do, and shall withdraw any credit so extended when so directed by Sherwood. Agent shall be liable to Sherwood for any loss sustained through violation of these provisions. Sherwood is authorized, at its option, to charge Agent with the invoice value to customers of products delivered in violation of such provisions, and shall have the right to deduct and retain for its own use said invoice value from any moneys that may then be due or which thereafter may become due Agent; and such deduction shall be construed and accepted as payment of commissions hereunder.

15. Agent shall be liable to Sherwood for any demurrage or storage charges assessed by any common or contract carrier owing to Agent's neglect to promptly unload and release stake and transport trucks, barges, tank cars and other railroad cars, or to take out merchandise shipments intended for Agent's handling.

Agent shall be responsible for, and hereby assumes all responsibility for, any and all acts of Agent and Agent's employees, whether they be acts of commission or omission, resulting in cost, loss or damage to Sherwood, and Agent hereby agrees to indemnify, save harmless, and reimburse Sherwood for and on account thereof. Agent hereby assumes all responsibility and full liability to Sherwood, and hereby agrees to indemnify and reimburse it, for any shortages or losses in, or arising out of, sales, collections or deliveries hereunder, or in the products, equipment a or property of Sherwood bailed to Agent or coming under Agent's control including, without limitation, responsibility and liability for losses of Sherwood's funds by reason of : loss, theft, robbery or burglary, and Agent hereby authorizes Sherwood to deduct from any and all moneys due to Agent during the life of this agreement, and retain for its own use, amounts for the payment of such shortages or losses; and Agent agrees that Agent's liability hereunder and be that of an insurer, except as to losses resulting from fires not due to Agent's negligence.

- 17. Agent agrees to and does hereby accept full and exclusive liability for the payment of any and all taxes and contributions for unemployment insurance and for old age retirement benefits, pensions and annuities now or hereafter imposed by the Government of the United States and . by the Government of any State of the United States, which are measured by the wages, salaries or other remuneration paid to persons employed by Agent, for Agent's own account, for work Agent is required to perform or have performed under the terms of this bailment agreement and Agent further agrees that, in order to relieve Sherwood of any possible secondary liability for such taxes or contributions, Agent will do everything necessary from time to time to elect voluntary coverage under applicable laws or regulations and to comply with, or bear the burden of contesting, any regulations and any amendments thereto, which may be promulgated by the administrative authority under such applicable law. Sherwood shall have the right to withhold from commissions and any other sums due Agent the amounts of any such taxes and contributions which may be imposed or levied for the purpose of paying same direct to the proper State and Federal authorities; and Agent agrees to furnish Sherwood such information as may be requested or required by Sherwood to properly report and effect payment of such taxes.
- 18. If required by Sherwood, Agent shall furnish surety bond acceptable to Sherwood in form and amount to indemnify Sherwood fully against loss of any moneys, values, products, goods, wares, merchandise, equipment and property bailed to Agent or coming under Agent's control or possession hereunder.

- 19. If Agent is a corporation, or if unincorporated and has, at any time, one or more employees, Agent hereby agrees, at Agent's own expense, to provide and maintain in effect workmen's compensation insurance, securing the payment of compensation to Agent's employees, or employer's liability insurance in accordance with the laws of the States in which Agent performs work under this agreement.
- 20. If Agent is a copartnership, each of the partners acting for himself and for the copartnership agrees with each other and with Sherwood: (a) that the partners shall be jointly and severally bound and liable as general partners hereunder; (b) that Sherwood may deal with any (one) partner of its choice; and (c) that the death or withdrawal of any partner shall be effective to automatical terminate this agreement.
- 21. Agent hereby designates
  one of Agent's employees, as Agent's duly authorized representative to receive products from Sherwood, to execute receipts for same, to make reports and transmit information to Sherwood at the time and in the form and manner required by Sherwood, and Agent hereby agrees that any and all acts of said representative shall be deemed to be the acts of Agent. Agent shall have the right to change Agent's designated representative, provided written notice of such change shall be first given to Sherwood at the place named in Paragraph No. 5 hereof.
- 22. At any time during the life of this agreement or at the termination hereof Sherwood shall have the right to audit the books, accounts, station records and inventories relating to this bailment and moneys and stocks on hand; and Agent shall afford Sherwood and its employees full cooperation and assistance in making such audit or audits.
- 23. As a gratuitous convenience to Agent and as limited herein, Agent may use, for the storage and distribution of products bailed to Agent pursuant to this agreement, Sher-

wood's bulk oil storage and distribution facilities, if any, located in Agent's territory consisting generally of a warehouse, storage tanks and auxiliary equipment, provided that any such use shall be in a careful and proper manner so as to effectively avoid the creation or continuance of any nuisance, fire hazard or dangerous (condition whatsoever and that during the period of such use Agent shall keep Sherwood's facilities, together with its contiguous property, in a safe, clean, orderly and sightly condition. The parties expressly recognize that this authorization (a) does not in any way obligate Sherwood to continue to allow Agent to use any such facilities for any particular period of time, (b) constitutes a bare non-assignable license to Agent to use those portions of such facilities as Sherwood may designate and solely as herein specified, (c) may be revoked forthwith by Sherwood at any time upon giving oral or written notice, (d) shall in any event ipso facto terminate upon termination of the bailment arrangement herein established, and (e) under no circumstances or conditions gives Agent any estate, property interest or right of possession in any such facilities. Sherwood makes no representation to Agent as to the present or future fitness or suitability of such facilities for the uses herein authorized or as to the character or effect of any work hereafter performed for or by Sherwood, at its discretion, at, upon, or in connection with such facilities including maintenance, repair, removal, replacements or additions thereto and assumes no liability or responsibility. whatsoever to Agent or Agent's servants, employees or third parties for injury to persons, damage to property. expense, or loss, of whatsoever nature occasioned by or connected with Agent's use of said facilities or directly or indirectly resulting from Agent's exercise of the license herein granted, whether or not occasioned by Sherwood's negligence or that of any agent, employee or contractor of

Sherwood. Agent agrees to reimburse Sherwood for any and all cost, expense or damage to Sherwood arising from or directly or indirectly connected with, the exercise by Agent of the right of use hereby authorized, excepting only normal costs of maintenance, repairs, removals, replacements or additions. Agent shall make no changes what soever in the physical condition of Sherwood's facilities without its prior written consent.

24. This agreement cannot be assigned in whole or in part by Agent without the consent of Sherwood in writing first obtained. Agent shall incur no indebtedness of any character whatsoever in the name of Sherwood, nor obligate Sherwood in any manner without first securing written authority so to do from an Officer or Manager of Sherwood. Sherwood shall not be responsible for any unauthorized debts or obligations incurred by Agent. Either party may terminate this agreement at any time with or without cause; and upon the termination hereof, regardless of the state of the mutual accounts, Agent shall forthwith deliver to Sherwood or its representatives all equipment, property, products, moneys, credits, books of account, and station records of whatsoever form, bailed to Agent or coming under Agent's control, Agent hereby waiving any and 'all liens and the right to assert the same

25. This agreement cancels and supersedes all previous agency and bailment agreements between the parties. The counterpart hereof held by Sherwood shall be considered the original, and shall be the binding agreement in the event of any variation between such counterpart and the one held by Agent, and such counterpart held by Sherwood shall constitute the full and entire agreement between the parties hereto. All proposals, negotiations and representations with reference to the matters covered by this agreement are merged in this instrument, and no amendment or modification of this agreement shall be valid unless

evidenced by a writing signed by Agent and a representative of Sherwood authorized to sign this instrument.

Executed in duplicate the day and year first above written.

•	Sherwood Brothers Inc. By	orporated, <i>Bailor</i>
		President , Bailee
Attest or Witness:	Ву	President
As to Bailee.		

### 3850. COMMISSION EXHIBIT NO. 405A.-B.

#### Sherwood Brothers Incorporated

#### Equipment Rental Agreement

/	nd entered into this day 9, and to become effective
	, 19 , by and
	rs Incorporated, a Maryland st part, hereinafter referred to
	party of
the second part, hereinafte and by the singular neuter	er referred to as "Customer" pronoun.

Witnesseth, That, in consideration of the sum of One (\$1.00) Dollar in hand paid by Customer, the receipt whereof is hereby acknowledged, and in consideration of the
mutuality hereof and of the rentals provided herein, it is
agreed by and between the parties hereto as follows:

- 1. Sherwood hereby hires and rents to Customer, and agrees to deliver to Customer's place of business, such equipment as Sherwood may from time to time deem necessary for the economical and convenient handling, storing, dispensing, advertising or testing by Customer of petroleum products on the premises herein described, and Customer hereby agrees to pay Sherwood as rental for such equipment the sum of One (\$1.00) Dollar per annum, payable annually in advance, during the continuance of this agreement. Sherwood shall have the right to substitute for any equipment placed with Customer other equipment of like character and quantity and in the event of such substituted equipment.
- 2. Equipment delivered to Customer shall be used by Customer in its business upon only the following premises situated in the City of \_\_\_\_\_\_\_, State of \_\_\_\_\_\_ at No. \_\_\_\_\_\_ Street, or (if in the county) \_\_\_\_\_\_ of the City;

#### (Inst. t which direction)

of \_\_\_\_\_\_ on \_\_\_\_\_ Highway,
State of \_\_\_\_\_\_ said premises also being
known as \_\_\_\_\_\_ and
owned by \_\_\_\_\_\_ and
shall at all times be treated and considered as personal
property and in no sense fixtures or a part of the real
estate, regardless of the manner in which it may be installed or used on said premises.

3. Each delivery to and acceptance by Customer of any equipment that may from time to time be placed with Customer, including substitutions therefor, shall be evidenced by a receipt on Sherwood's Form SB-46 Equipment and Materials Receipt, which shall be signed by Customer at the time of receiving such equipment and which when so

signed shall become a part of this agreement with the same force and effect as though embodied herein; provided, however, that any equipment heretofore or hereafter delivered by Sherwood to Customer whether or not evidenced by said Receipt, shall be subject to the terms and conditions of this agreement. It is understood and agreed that Customer's acts of accepting such equipment described in said receipt was in good and serviceable condition at the time of, its delivery to Customer.

- 4. Such equipment shall at all times be and remain the property of Sherwood, and shall be used by Customer only for the purpose of handling, storing, dispensing, advertising, or testing petroleum products. Any authorized representative of Sherwood shall at any reasonable hour have the right to inspect such equipment.
- Customer hereby agrees that it will, unless specifically exempted by Sherwood in writing from so doing, maintain such equipment in good condition and repair and pay all cost and expense in connection therewith; that it will not encumber or remove such equipment or permit anyone except Sherwood to remove or take possession thereof; that it will exercise care in the protection and preservation of such equipment and will not efface, deface, damage or destroy the same or suffer others so to do; that it will not do or suffer to be done anything whereby such equipment or any part thereof may be seized, taken on execution, attached, destroyed or injured, or by which the title of Sherwood thereto may in any way be altered, impaired or prejudiced; and that it will pay or reimburse Sherwood for any loss or damage Sherwood may sustain in the event of the happening of any of the foregoing or other contingencies. If, upon demand, Customer shall for any reason fail or refuse to return to Sherwood any of such equipment, Customer shall be liable to Sherwood for the value, set forth in Sherwood's said Form SB-46, Equipment and

Materials Receipt, of such equipment not returned or, if no value is set forth in said Receipt, for the fair market value thereof. Customer hereby further agrees to comply with all applicable state laws and municipal ordinances, rules, and regulations in connection with use, installation, erection, operation, maintenance and display of such equipment or of any part thereof.

6. In the event Customer should at any time use such equipment for any purpose other than the handling, storing, dispensing, advertising or testing of petroleum products, or should violate any of the obligations of this agreement, Sherwood shall have the right to declare this agreement terminated and, without notice to Customer, may with men, vehicles, and necessary tools enter the premises whereon such equipment or any part thereof may be located and remove the same therefrom, whether affixed to the premises or located in, on or under the same, or not, without recourse to any legal proceedings for that purpose, and without liability for damages resulting from so doing.

7. In the event this agreement is terminated within

year(s) from the date hereof, for any breach or default specified in paragraph numbered "5" of "6" hereof, the expenses of delivering and installing said equipment as such expenses are shown on Sherwood's books and records, shall be paid by Customer to Sherwood, unless such equipment shall have been installed at Customer's expense, and the expense incurred by Sherwood in removing such equipment shall also be paid by Customer to Sherwood.

8. This agreement shall continue so long as may be mutually agreeable to the parties hereto, it being further agreed that either party to this agreement may terminate the same at any time upon giving five (5) days' written notice to the other party (no previous notice being required in the event of breach or default); provided that in the

event this agreement shall be terminated by Customer as provided in this paragraph within the period specified in paragraph numbered "7" hereof, Customer shall reimburse Sherwood for its expenses as provided in paragraph numbered "7" hereof in the same manner as though this agreement had been terminated by reason of Customer's breach or default.

- 9. Upon the termination of this agreement by notice or in any other manner Sherwood shall have the right and privilege of removing such equipment or any part thereof from the above described premises.
- 10. Customer shall pay all taxes, license fees, permit fees, inspection fees, occupation taxes and any and all charges, fees or assessments of whatsoever nature that may be levied, assessed or charged on or against such equipment or any part thereof, or on the installation thereof or Customer's use or operation thereof; and in the event of Customer's failure or refusal so to do, Sherwood may, at its option, pay the same, and, upon presentation of invoice therefor, Customer shall reimburse Sherwood for payments thus made.
- 11. If any of such equipment shall consist of signs or other advertising devices arranged for artificial illumination or if electric current is used in connection with the operation or maintenance of any of the equipment covered hereby, Eustomer agrees to pay for all charges for the electric current used in such illumination, operation, or maintenance.
- 12. Customer, for itself, its heirs, executors, administrators, successors and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Sherwood, its successors and assigns, of and from any and all claims, demands and 'iability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons),

and to persons (whether they be third persons, Customer, or employees of either of the parties hereto), by reason of any leakage, fire or explosion of or from any such equipment or any part thereof, or of any gasoline, oils, or other products in or about or contained in the same, or by reason of any defect in the construction or installation of such equipment, or by reason of the use or operation of such equipment, or by reason of the placing, erection, falling or dislocation of such equipment or any part thereof, or by reason of any other casualty, whether due to the negligence of Sherwood or otherwise.

Sherwood hereby authorizes Customer to use the trademarks and brand names of Sherwod solely on and in connection with the products purchased from and so identified by Sherwood, the same to be used during such time only as this agreement shall be in effect. If Sherwood shall lend to Customer or permit Customer to use any sign or device of any kind bearing Sherwood's name or any trade-mark, brand name, symbol or slogan, to be used for the purpose of identifying or advertising Sherwood's products Customer agrees upon demand to return such sign or device to Sherwood and to discontinue the use of any word, name, phrase or thing which Customer is hereby authorized to use. Customer is permitted to use Sherwood's said name, trademarks, brand names, signs, devices and s'ogans only upon the following conditions: (a) that they will be used in such way only as Sherwood may authorize; (b) that they will not be used in the identifying or advertising of any products except those supplied by Sherwood; (c) that Customer will not permit anyone else to exercise or use any of the rights, privileges or things granted or lent to Customer; (d) that Customer will not claim any right, title or interest in or to Sherwood's name, trade-marks, brand names, signs, devices and slogans; and (e) that Customer will never directly or indirectly deny or assail or assist in

denying or assailing the sole and exclusive ownership of Sherwood in and to the same. Failure or refusal by Customer to comply with the terms and conditions set forth herein shall entitle Sherwood to terminate forthwith the within agreement; but such termination shall not in anywise prejudice Sherwood's claim for damages.

- 14. This agreement is personal to Customer and shall not be assigned in whole or in part by Customer without the consent of Sherwood in writing first obtained.
- 15. This agreement is executed in duplicate, and the counterpart thereof held by Sherwood is to be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy. All proposals, negotiations and representations with reference to matters covered by this agreement are merged in this instrument; and no amendment or modification of this agreement shall be valid unless evidenced by a writing signed by a duly authorized representative of Sherwood.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

	/.	1		herwood	Brothers First	Incorpora Party	ated,
			Ву		Sales M	anager	
			By		Second	Party	
VITNESS:	1						-

To signature of Party of the Second Part.

# (Must be procured in all instances)

The undersigned; owner (herein referred to in the singular number, whether one or more) of the premises upon which the equipment referred to in the foregoing agreement has been or may be installed, hereby consents to the installation thereof and disclaims any title or right therein by reason of such installation, and agrees to the removal of such equipment by Sherwood as specified in the foregoing agreement; it being understood that, if the said premises are held under lease by Customer, said lease shall not be changed or modified by reason of this consent except as to the installation and removal by Sherwood of its said equipment or any part thereof.

Witness:

Owner

# 3854 COMMISSION EXHIBIT NO. 406A-B.

## Sherwood Brothers Incorporated

#### Dealer Permit

This Agreement made and entered into this day of
Sherwood Brothers Incorporated, a Maryland corporation
naving its principal office at 10 Light Street Baltimore
Maryland, party of the first part (hereinafter designated as "Sherwood," and
party of the second part (hereinafter defined)

"Second Party," whether one or more, and when referred to by propoun the singular masculine gender will be used).

#### Witnesseth:

	That, Whereas, Sherwood, under and by virtue of a
lea	, is in possession of certain buildings, improvements
fix	res, machinery, equipment and appliances constituting
an	il and gasoline service station (hereinafter referred
to	"station") and of the following described real estate
up	which said station is located and situated in the City
of.	

County	of	 				and	State	of
		 	*	, to	wit:			

- 2. Whereas, Second Party desires to use and operate said station on and for his own account for the purpose of storing, handling and marketing in and through said station petroleum products (hereinafter referred to collectively as "products"); and,
- 3. Whereas, Sherwood is willing that Second Party may use and operate said station on and for his own account for the purpose aforesaid:
- 19....... Unless terminated as hereinafter provided, before or at the expiration of such period, this Permit shall continue in full force and effect as to all its terms, provisions

and conditions from year to year, subject to cancellation by either party as herein specified. This agreement may be cancelled and terminated by either party at the expiration of the period herein specified, or at the end of any yearly period thereafter upon thirty (30) days previous written notice to the other party.

5. In consideration of being permitted to use and occupy said station and premises, to operate the same for his own account, for each month during the period in which this Permit shall be in effect or for each month of any renewal or extension thereof, Second Party shall pay Sherwood in accordance with either of the following:

Strike out either "A" or "B", whichever does not apply.

All sums payable hereunder shall be payable in lawful money of the United States at Baltimore, Md., or at such other place as Sherwood may from time to time designate..

3856 6. Second Party covenants and agrees that he will use and occupy the premises and station in a careful, safe and proper manner; that he will not permit or suffer any waste thereon or thereof, or any nuisance thereon or thereabout; and that he will maintain said premises in a clean, neat, orderly and sightly condition. Second Party further covenants and agrees that he will, at his own cost,

maintain in good condition and repair any and all buildings, structures, equipment, appliances, and other personal property on said premises; and that he will not encumber or remove the same, or do or suffer to be done anything whereby the same or any part thereof may be seized, taken on execution, attached, destroyed or injured, or by which the right of Sherwood therein or the title thereto may in any way be altered, impaired or prejudiced; it being expressly agreed that Second Party acquires hereunder no interest in any buildings, structures, equipment, appliances, or other property now on said premises or which may hereafter be placed thereon by Sherwood, except the right to use the same as in this Permit provided.

- 7. Second Party shall be liable for and agrees to pay all license, permit, and inspection fees, occupation and license taxes, and all water, gas, telephone and electric light and power charges assessed or charged on or against said premises and station or Second Party's use of occupancy thereof, including all taxes levied and assessed on Second Party's property located thereon during the period hereof.
- 8. Second Party shall comply with and obey all laws, ordinates, rules, regulations and requirements of the State, City, Village, or other governmental subdivision in which said premises are located, so far as same affect Second Party's use and occupancy of said premises and the operation of said station.
- 9. Second Party, for himself, his heirs, executors, administrators and assigns, hereby releases, relinquishes, discharges and agrees to indemnify, protect and save harmless, Sherwood, its successors and assigns, of and from any and all claims, demands, and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties thereto or of third persons) and to persons (whether they be third persons, Second Party, or employees of either of the parties hereto), caused

by, growing out of, or happening in connection with, Second Party's use and occupancy of said premises or any buildings, structures, equipment or appliance located or to be located thereon, or by reason of any other casualty, whether due to negligence of Sherwood or otherwise.

- Second Party, for himself, his heirs, executors, administrators and assigns hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Sherwood, its successors and assigns, of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons), and to persons (whether they be third persons, Secand Party or employees of either of the parties hereto). by reason of any leakage, fire or explosion of or from any such equipment or any part thereof, or of any gasoline, oils, or other petroleum products in or about or contained in the same, or by reason of any defects in the construction or installation of such equipment, or by reason of the use or operation of such equipment, or by reason of the placing, erection, falling, or dislocation of such equipment or any part thereof, or by reason of any casualty, whether due to the negligence of Sherwood or otherwise.
- 11. In the event Second Party shall (a) violate any agreements, covenants, conditions, and obligations of this Permit upon him imposed, or (b) be in any manner in default hereunder, Sherwood shall have the right to declare this Permit cancelled and terminated; and shall have the further right, without notice and without recourse to any legal proceeding, to enter upon the premises and repossess itself of same, including all property embraced within this Permit; and shall have a first lien upon all merchandise and other property of Second Party by ated upon the premises to secure the payment of all charges accrued hereunder and the full performance by

Second Party of all obligations to Sherwood; and shalf further have all the rights and remedies provided by law for the recovery of possession.

- 12. Upon the termination of this Permit by lapse of time or otherwise, Second Party agrees to return to Sherwood the said premises and station, together with all other property embraced within this Permit, and any other property of Sherwood located on said premises, in their condition when received by Second Party, reasonable wear and tear incident to proper use thereof excepted. In the event Second Party shall for any reason be unable to return any of said property, he agrees to replace the same with similar property of like value, or to pay Sherwood the market price therefor.
  - 13. Sherwood reserves the right of entry of its representatives, agents, and employees for the purpose of examination and inspection of said premises and any property of Sherwood located thereon.
- 14. Second Party shall make no alterations or changes in or additions to any buildings, structures or improvements on said premises without first procuring the written consent of Sherwood so to do. Any work so authorized by Sherwood shall be at the sole cost and expense of Second Party, and any such alterations, changes or additions so made by Second Party shall forthwith become the property of Sherwood, and Second Party shall have no claim of any kind or character therefor.
  - 15. This Permit is personal to Second Party and shall not be assigned in whole or in part, nor shall any rights or privileges herein granted Second Party be sold; transferred or assigned without the written consent of Sherwood first obtained.
  - 16. If during the period of this Permit proceedings are instituted for the condemnation of said premises or any part thereof, or if Sherwood shall dispose of its interest in

said premises or any part thereof, either voluntarily or involuntarily, in order that the premises may be devoted wholly or partially to any public use, this Permit shall, at the option of Sherwood and upon written notice to Second Party, forthwith finally cease and terminate, and Second Party shall not be entitled to any damage award or purchase price, or any part of either, which may be paid on account of such condemnation or sale.

- 17. Any prior agreement or permit under which Sherwood gave to Second Party the right to use and operate said station on and for his own account is hereby cancelled and terminated on and as of the day preceding the commencement of the period hereof, except as to any liability or obligations which may or shall have accrued under and by virtue of any said agreement or permit prior to such effective cancellation date.
- 18. If the lease held by Sherwood shall be cancelled or shall terminate for any cause prior to the expiration of the within Permit, this Permit shall automatically terminate without previous notice, and S' rwood shall not be liable to Second Party in damages or otherwise on account of such cancellation or termination. If the operation of a service station on said premises shall be prohibited or restricted during the period hereof by statute, ordinance, order of court, or other governmental authority, and not because of any fault or neglect of Second Party, this Permit shall be subject to termination at the option of either of the parties hereto.
- 19. All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are located or by depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified as such party's address as shown in this instrument or at any other known address of Second



Party, and the date upon which such notice is so mailed shall be treated as the date of service. If there be more than one Second Party, notice to one shall constitute notice to all. In addition, any notice given by Sherwood to Second Party shall be valid if served upon Second Party in person or delivered to or left upon the premises.

In Witness Whereof, the parties have hereunto subscribed their names or caused the same to be done the day and year first above written.

By Sales Manager,
(Seal)
Second Party,
By (Seal)

Witness:

To Signature of Party
of Second Part.

3858 :CO

#### COMMISSION EXHIBIT NO. 407 A-D

#### Service Station Lease

This Indenture of Lease, Made and cate this day of	
19. , by and between Sherwood Br	others Incorporated,
a Maryland corporation, authorized,	to transact business
in the State of, havi	ng its principal office
at 10 Light Street, Baltimore, Maryla	nd, party of the first
part (hereinafter referred to as "Les	ssor''), and
of . , part of the seco	nd part (hereinafter
referred to as "Lessee," whether one	e or more, and when
referred to by pronoun the masculine	gender will be used);

#### Witnesseth:

- 1. Whereas, Lessee desires to lease from Lessor the filling and service station, including other structures and facilities, if any, for the servicing of motor vehicles, hereinafterreferred to as "station", and the premises upon which the same is located, as hereinafter described, for the purpose of marketing through said station petroleum products and other merchandise; and,
- 2. Whereas, Lessor is willing to lease said station on the terms and conditions hereinafter set forth:
- 3. Now, Therefore, in consideration of the premises, the rents herein reserved, and the covenants, conditions, and agreements herein set forth, on the part of the Lessee to be paid, maintained, kept, and performed, Lessor does hereby demise and lease unto Lessee that part and only that part of the following described premises used for and constituting an oil and gasoline service station, and excluding all other parts or portions of said premises, located at

and situate in the City of \_\_\_\_\_, County of \_\_\_\_, to wit;

together with the buildings, structures, improvements, pumps, tanks, appliances, furniture, tools, and other personal property located thereon, as set forth in an inventory taken and signed by the parties hereto, marked "Exhibit A" and attached to and made a part of this lease to the same effect as though written out in full herein, including any additions thereto or substitutions thereof which may be made by Lessor from time to time; receipt of any substituted or added equipment shall be evidenced by Lessor's Receipt Form SB-46 "Equipment and materials Receipt," and said receipt when signed by Lessoe shall become a part of this lease with the same force and effect as

though embodied herein; provided, however, that any equipment heretofore or hereafter delivered by Lessor to Lessee, wherther or not evidenced by said receipt, shall be subject to the terms and conditions of this lease. It is underste d and agreed that Lessee's act of accepting such equipment and signing said receipt shall be construed to be an acknowledgment by Lessee that the equipment described in said receipt was in good and serviceable condition at the time of its delivery to Lessee.

lease for breach or default as hereinafter provided.

3860 5. Lessee shall yield and pay to Lesson as rental for said premises for and during said term the following sums:

All rentals shall be payable in lawful money of the United States at 10 Light Street, Baltimore 3, Maryland, or at such other place as Lessor may from time to time designate.

6. Lessee convenants and agrees that he will use and

occupy said premises and station in a careful, safe and proper manner; that he will not permit or suffer any waste thereon or thereof, or any nuisance thereon or thereabout; that he will keep the sidewalks adjacent to said premises free from snow and ice; and that he will maintain said premises in a clean, neat, orderly and sightly condition. Lessee further covenants and agress that he will, at his own cost, maintain in good condition and repair any and all buildings, structures, equipment, appliances, and other personal property hereby leased to Lessee; and that he will not encumber or remove the same, or do or suffer to be done anything whereby the same or any part thereof may' be seized, taken on execution, attached, destroyed or injured, or by which the right of Lessor therain or the title thereto may in any way be altered, impaired or prejudiced; it being expressly agreed that Lessee acquires hereunder no intestest in any buildings, structures, equipment, appliances, or other property now on said premises or which may hereafter be placed thereon by Lessor, except the right to use the same as in this lease provided.

- 7. Lessee shall be liable for and agrees to pay when due all license, permit, and inspection fees, occupation and clicense taxes, all compensation fees, rents, and charges assessed and imposed by municipalities for the installation, use or maintenance of approaches or driveways serving said premises; also all water, gas telephone, and electric light and power charges assessed or charged on or against said premises and station or Lessee's use or occupancy thereof, including all taxes levied and assessed on Lessee's property located thereon during the term hereof.
  - 8. Lessee shall comply with and obey all laws, ordinances, rules, regulations and requirements of the State, City, Village, or other governmental subdivision in which said premises are located, so far as same affect Lessee's use

and occupancy of said premises and the operation of said station.

- 9. Lessee, for himself, his heirs, executors, administrators and assigns, hereby releases, relinquishes, discharges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of and from any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons) and to persons (whether they be third persons, Lessee, or employees of either of the parties hereto), caused by, growing out of, or happening in connection with, pessee's use and occupancy of said premises or any buildings, structures, equipment or appliances located or to be located thereon, or by reason of any other casualty, whether due to negligence of Lessor or otherwise.
  - Lessee, for himself, his heirs, executors, administraters and assigns, hereby releases, relinquishes and adischarges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of and from Any and all claims, demands and liability for any loss, damage, injury or other casualty to property (whether it be that of either of the parties hereto or of third persons), and to persons (whether they be third persons, Lessee or employees of either of the parties hereto), by reason of any leakage, fire or explosion of or from any such equipment or any part thereof, or of any gasoline, oils, or other petroleum products in or about or contained in the same, or by reason of any defects in the construction or installation of such equipment, or by reason of the use of operation of such equipment, or by reason of the placing, erection, falling, or dislocation of such equipment or any part therof, or by reason of any casualty, whether due to the negligence of Lessor of otherwise.

- 11. Lessee agress to display continuously on said premises a sign to be furnished by Lessor showing that Lessee is occupying said premises under a lease.
- 12. If Lessee shall default in the performance of any covenant contained in this lease, or if Lessee shall violate any agreements, covenants, conditions and obligations of this lease upon him imposed, or if Lessee shall become bankrupt or become insolvent in the opinion of Lessor, or shall make an assignment for the benefit of creditors, Lessor in any such event shall have the right to declare this lease terminated, and shall have the further right, without notice and without recourse to any legal proceeding, to enter upon the premises and repossess the same, including all property embraced within this lease, and Lessor shall have a first lien upon all merchandise and other property of Lessee located upon the leased premises to secure the payment of rent and all charges hereunder and the full performance by Lessee of all obligations to Lessor; and Lessor shall further have all the rights and remedies provided by law for the recovery of rent and possession. is understood that the acceptance of rent by Lessor after default or the happening of any above contingency shall not be construed as a waiver of the rights of Lessor herein specified. If Lessee is an individual and if he shall die during the term of this lease or any extension thereof, this

lease shall automatically terminates

13. Upon the termination of this lease by lapse of · time or otherwise, Lessee agrees to return to Leessor the said premises and station, together with all other property embraced within this lease, and any other property of Lessor located on said premises, in their condition when received by Lessee, reasonable wear and tear incident to proper use thereof excepted. In the event Lessee shall for any reason be unable to return any of said property, he

agrees to replace the same with similar property of like value, or to pay Lessor the market price therefor.

- 14. If there is a safe or chest included in the equipment leased hereunder, Lessee agrees to maintain said safe or chest in good and usable condition throughout the term hereof, and to bear the expense of any repairs thereon or replacement thereof; it being understood and agreed that Lessee shall assume any losses from robbery, burglary or larceny of the contents thereof, and of any property embraced within the lease.
- 15. Lessor reserves the right of entry of its representatives, agents, and employees for the purpose of examination and inspection of said premises and any property of Lessor located thereon.
- 16. Lessee shall make no alterations or changes in or additions to any buildings, structures, or improvements on said premises without first procuring the written consent of Lessor so to do. Any work so authorized by Lessor shall be at the sole cost and expense of Lessee, and any such alterations, changes or additions so made by Lessee shall forthwith become the property of Lessor, and Lessee shall have no claim of any kind or character therefor.
- 17. This lease is personal to Lessee and shall not be assigned in whole or in part, and said premises or any part thereof shall not be sublet, nor shall any rights or privileges herein granted Lessee be sold, transferred or assigned without the written consent of Lessor first obtained.
- 18. If during the term of this lease proceedings are instituted for the condemnation of said premises or any part thereof, or if Lessor and dispose of said premises or any part thereof or its interest therein, either voluntarily or involuntarily, in order that the premises may be devoted wholly or partially to any public use, this lease shall, at the option of Lessor and upon written notice to

Lessee, forthwith finally cease and terminate, and Lessee shall not be entitled to any damage award or purchase price, or any part of either which may be paid on account of such condemnation or sale.

19. Any prior agreement under which the Lessor leased the above described premises and equipment to the Lessee is hereby terminated on and as of the day preceding the commencement of the term hereof except as to any diability which may or shall have accrued under and by virtue of any said agreement prior to such effective cancellation date.

20. If the above described premises are held by Lessor under lease, and if such underlying lease shall expire in accordance with its terms or be terminated for any cause at any time prior to the expiration of the term herein provided, this lease, at the same time, shall expire and terminate without previous notice to Lessee, and Lessor shall not be liable to Lessee in damages or otherwise on account of such prior termination. This lease shall be subject to all conditions and restrictions affecting the premises, including those which may be of record or in the underlying lease, if any, and also including building, building line, and zoning restrictions. If Lessee shall abandon, desert or vacate the premises during the term of this lease, or during any extension or renewal period, for a period of more than two (2) calendar days, Lessor may terminate this lease and repossess the premises. If the operation of a service station on said premises shall be prohibited or restricted during the term hereof by statute, ordinance, order of court or other governmental authority, and not because of any fault or neglect of Lessee, this lease shall be subject to termination at the option of either party.

21. All hotices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the premises are located or by

depositing the notice in the United States registered mail, postage prepaid, enclosed in an envelope addressed to the party to be notified at such party's address as shown in this instrument or at any other known address of Lessee, and the date upon which such notice is so mailed shall be treated as the date of service. If there be more than one Lessee, notice to one shall constitute notice to all. In addition, any notice given by Lessor to Lessee shall be valid if served upon Lessee in person or delivered to or left upon the premises.

22. This lease shall not be binding upon Lessor until signed on its behalf by its President or Vice-President, notwithstanding the delivery of possession to or the acceptance of any rent from Lessee. All proposals, negotiations, representations and agreements with reference to matters covered by this lease are merged herein, and no amendment or modification hereof shall be binding upon Lessor unless the same shall be in writing and signed by its President or Vice-President.

Witness the hands and seals of the parties respectively attested or witnessed, the day and the year first above written.

		Si	By	Бгоп	iers in	corporated,
	9 8	84				President,
	Ġ»					Lessee,
Attest:						Lessee.

Secretary.

· Signed, sealed and delivered in the presence of:

3864

# Exhibit A.

Inventory of buildings, improvements, appliances, an
equipment embraced within the foregoing lease, and r
ceived in good order by the undersigned Lessee, from She
Buildings and Yard Improvements: Pumps and Tanks:
Dundings and 1 ard 1 mprovements:
Pumps and Tanks:
Arr Equipment:
Signs:
Furniture:
Pumps and Tanks:  Air Equipment:  Signs: Furniture:  Tools:  Miscellaneous Equipment:
Miscellaneous Equipment:
Certified as Correct.
Sherwood Brothers Incorporated,
Lessor
By
Lessee
ð .
- 0-
3866 COMMISSION EXHIBIT NO. 408.
Amendment of Service Station Lease.
1.46.
It is mutually agreed this day of, 1952,
between Sherwood Brothers Incorporated, Lessor and
Lessee of property at
under lease dated that effective as of
the said Lease is amended as follows:
1. The term of said Lease shall be automatically ex-
tended for a period ending on the last day of the month
in which the term as stated in said lease expires. There-
after, said lease shall be automatically extended for suc-
cossing tease shall be automatically extended for suc-

cessive terms of one year each provided, however, that either party may terminate this lease at the end of the

original term or any successive yearly term on thirty days written notice given prior to the end of any such term.

- 3. Lessor Reserves the Right to Cancel the Maximum Rent Provision Hereof at the End of the Term as Herein Extended or at the End of Aby Three Month Period Thereafter on Fifteen Days Notice in Writing to Lessee.
- 4. Except as herein modified the parties re-affirm the said lease.

President,

Lessee.

Attest:

Secretary.

Witness:

M-256 6-52

#### 3868

# COMMISSION EXHIBIT NO. 409.

Termination of Service Station Lease.

It is hereby agree	ed by and bety	ween Sherw	ood Brothers
Incorporated, and .			
Incorporated, and that the			
entered into on the	day of		19
covering property less hereby terminated	d this	der of	***************************************
19, and all rig under, except the lis pay for products de Sherwood Brothers equipment loaned, a charged.	incorporated are hereby for Sherwood	ander and as to owner rever relea	the rights of ership of the sed and dis-
			President
		0	(Seal)
Attest:			Dear)
	*		
	Secretary,	-	- C-110.
Witness:	occioiai g.		
* * * * * * * * * * * * * * * * * * * *	3		4.
***************************************			

M-142 -200 -2/53

#### 3870 COMMISSION EXHIBIT NO. 410A-B.

#### Sherwood Brothers Incorporated

#### Dealer Sales Agreement

This Agreement, made and entered into this .....

	, 19	by and b	etween Sherw	rood
Brothers Inc	orporated, a Ma	aryland corpo	oration, having	g its
principal offic	e at 10 Light S	treet, Baltim	ore - 3, Maryla	and,
as Seller and	1		***************************************	
of			as De	der:
Witnesseth	, That for the c	onsiderations	herein contai	ned,
Seller hereby	agrees to and l	hereby does,	sell to Dealer,	and
Dealer hereb	y agrees to, and	l hereby does	, buy from Se	ller,
during the p	eriod this agree	ement is in e	ffect, Dealer's	re-
quirements fo	or resale of the	following pe	troleum produ	cts:

Sinclair H-C Gasoline
Sinclair Pennsylvania Motor Oil
Opaline Motor Oil
Emerald Motor Oil
Pennsylt Motor Oil
Laclede Motor Oil
Sinclair Lubricants and Greases
Richsol Cleaning Fluid
Sinclair Superflame Kerosene
Sinclair Specialties
Sinclair Anti-Freeze

And such other products marketed by Seller as the parties hereto may agree upon from time to time.

Prices: For each delivery of any of the above products Dealer shall pay Seller's official established price per gallon (or other applicable unit) for the quantity delivered to Dealer prevailing at the time and for the place of each such delivery (without any discount or deduction therefrom) as posted at Seller's bulk plant from which delivery is made. Dealer agrees that Seller shall have the right to change said price from time to time without notice to Dealer except as posted at Seller's bulk plant or as shown on Seller's invoices.

If at any time Seller may establish different prices applicable to different classes of dealers. Dealer agrees that Seller shall have the right to determine the classification (or classifications as to different products) in which Dealer belongs and the prices hereunder applicable to Dealer, and Seller's determination in that respect shall be conclusive as to Dealer.

Place of Delivery: Products purchased hereunder shall be delivered in quantities and at times established by Seller's delivery schedules to Dealer's place of business above listed and to any other points agreed upon between the parties.

Duration of Agreement: This agreement shall continue in effect for year(s) beginning the day of 19. Unless terminated, as hereinafter provided, before or at the expiration of such original period, this agreement shall continue in full force and effect as to all its terms, provisions and conditions from year to year, subject to cancellation by eiter party as herein specified.

Terms: Net cash on delivery. If Seller shall extend credit to Dealer, the right to withdraw credit at any time is reserved by the Seller. Payments shall be made by Dealer in lawful money of the United States, or its equivalent, and shall be made to Seller's agent through whom delivery is made or to Seller's principal office. Checks, if accepted, shall be subject to final collection.

Additional Provisions: The additional provisions printed on the reverse side hereof constitute a part of this agreement.

In Witness Whereof, Seller and Dealer have executed this agreement.

S	herwo	ood	Brot	thers	Inc	orporated,
	By:	*******		. 4	.0	* *
		4	310		Sales	Manager,
	9	*******	**********		***	(Seal)
			********			(Seal)
		8 .			•	Dealer.

Witness to Signature of Dealer:

(See reverse side)

### Additional Provisions

- shall pay Seller amounts equivalent to any and all taxes, duties, charges and inspection fees, and any and all increases therein, which are now or may hereafter be imposed, directly or indirectly, by any domestic or foreign governmental authority or agency on, against, in respect of or measured by the products covered by this agreement, or any material contained in such products, or the importation, exportation, production, manufacture, sale, transportation, delivery or other handling of such products or material or any feature thereof or of this agreement. The amounts of any such taxes, duties, charges or inspection fees shall be added to the prices herein provided when Seller either pays or becomes liable for the payment of any such taxes, duties, charges or inspection fees.
- 2. In the event that Seller should at any time during the life of this agreement discontinue the marketing of any products covered hereunder in dealer's territory and

market some other similar product as a replacement thereof Seller shall have the right and privilege to deliver such other product instead of the product discontinued.

- 3. This Agreement may be cancelled and terminated by either party at the expiration of the original period herein specified, or at the end of any yearly period thereafter; upon thirty (30) days' previous written notice to the other party. Dealer agrees that Seller shall also have the right to terminate and cancel this agreement at any time upon thirty (30) days' previous written notice by Seller to Dealer.
- 4. Dealer shall not change or alter by any means whatsoever the nature, quality, or appearance of any of the
  products purchased and sold hereunder. Any violation of
  this provision by Dealer shall give Seller the right to suspend immediately further deliveries hereunder of such
  products or to terminate this agreement. Seller shall have
  the right from time to time during the life of this agreement,
  to change, alter or amend any of the trade names or brands
  under which products covered by this agreement are now
  or may hereafter be marketed. Seller agrees that the
  commodity sold hereunder shall be uniform in quality and
  at all times up to its standards.
- 5. It is mutually agreed that Seller shall not be obliged to furnish any products hereunder nor be liable for loss or damages for failure so to do or for failure or delay in making deliveries of such products when such failure or delay arises from (a) any cause beyond Seller's control; or (b) by reason of reduction in or failure of Seller's supply of such products or containers therefor at any point from which Seller customarily makes or would make deliveries to Dealer or shipment to Dealer's destinations, or of Seller's supply at the point of manufacture, of raw or other materials from which such products are manufactured or which constitute components thereof; or (c)



from discontinuance or interruption of any means method of transportation customarily used by Seller in making deliveries to Dealer's destinations or to the vicinity thereof; or (d) from or through acts of God, strikes, lockouts, differences among or with its workmen, fires, explosions, sabotage, accidents, riots, civil commotion, acts of war, results of warfare, or war conditions in this or any foreign country; or (e) mechanical breakdowns in its manufactories, or breaks in or total or partial destruction of its supplying pipe lines; or (f) the restriction or prohibition or pervention of the importation of necessary finished or raw materials; or (g) acts of foreign or domestic Governmental authority, or requests, orders or requisitions of constituted authorities, civil or military, or the exercise of eminent domain, or any seizure or appropriation of any of Seller's property or of the management of operation thereof, whether regarded as lawful or unlawful; or (h) any increase in Seller's cost of materials or of manufacture or of delivery, or any decrease in Seller's prices for such products, imposed by Governmental actions or orders; or (i) any other cause beyond Seller's control, not enumerated herein, whether or not such cause shall be similar to any of the specifications of excuse hereinbefore stated Seller shall not be liable for loss or damage to the premises where deliveries are made or to Dealer's property unless such loss or damage is caused solely by Sellers negligence. Seller reserves the right to limit quantities delivered hereunder when in Seller's opinion the current or prospective supply of such product or products makes such limitation advisable.

- 6. This agreement cannot be assigned in whole or in part by Dealer without the consent of Seller in writing first obtained.
- 7. The sale of any motor fuel which may contain either an "Ethyl" or any other anti-knock compound under the

agreement is subject to (a) all the provisions contained in the agreements under which Seller is licensed to manufacture and sell motor fuel containing said compounds and (b) compliance by Dealer with all such provisions, rules, regulations and orders now in existence or which may hereafter be issued by the licensor or any governmental authority having jurisdiction insofar as the same apply to motor fuel jurchased by Dealer from Seller. If Dealer shall fail or refuse to comply therewith, Seller may either suspend deliveries of such motor fuel or terminate this agreement in respect to such motor fuel. It is expressly agreed that such gasoline containing an "Ethyl" or other antiknock compound is sold for use as a motor fuel only and is not to be used or resold for cleaning purposes under any circumstances.

- 8. Any notice to be given hereunder shall be in writing and shall be deemed to have been duly given if and when deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such party at such address.
- 9. Any Sales Contract or agreement covering petroleum products for resale heretofore entered into between the parties hereto is hereby cancelled and terminated on and as of the effective date hereof except as to any liability or obligations which may or shall have accrued under and by virtue of any said contract prior to such effective cancellation date.
- 10. In the event Seller shall cease to market any of the products listed herein in the territory where Dealer is located, this agreement shall cease to cover such products but shall remain in full force and effect as to other products covered.

#### 3874

### COMMISSION EXHIBIT NO. 411.

March 10, 1953

Mr. Henry I. Lipsky Federal Trade Commission

As of March 10, 1953, there are approximately four hundred, twenty-two (422) Betholine-Sinclair Dealers who purchase Goodyear tires on tubes or batteries or car and home products.

Fred D. McCauley

FDM:kw

# 3876 COMMISSION EXHIBIT NO. 412A.-H.

Sherwood Bros. Inc. Baltimore, Md.

1-1-50

### Sales Commission Plan.

Sherwood Bros, Inc will be paid a sales commission on net sales of Goodyear products to Sherwood accounts by authorized supply points.

All sales under this plan are sales by an authorized supply point to an independent Sherwood dealer account. Billing issued to Sherwood Bros. In covering purchases for "Own Consumption" are not subject to sales commission.

Payment of commission will be made to Sherwood by Akron and will be based on sales reported to Akron by Districts on monthly G-1204 reports.

Establishment of Authorized Supply Points

District Manager will determine supply point for each Sherwood Account approved.

Goodyear District, Field and Factory Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for these accounts. See Page 1-A for products each class of supply point may deliver.

Establishment of Goodyear Stores and Independent Dealers as supply points for Car and Home merchandise requires prior approval by Akron.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Sherwood Accounts they serve.

#### Master Record G-1209

Sherwood Bros. Inc will prepare G-1209 on each Sherwood account which is to participate under the plan. All copies of the form should be approved and forwarded by Sherwood to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Sherwood and Goodyear District Manager

District Office will distribute copies as follows:

Original (white)-District Office File

Duplicate (canary)—Sherwood Bros, Inc Division Office

'riplicate (pink)—Goodyear Field Representative Quadruplicate (blue) — Supply Point where a Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise must be clearly marked "applies only to Car and Home Merchandise".

If more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Sherwood account by letter.

Independent dealer supply points shoud be furnished a list of the Sherwood accounts who will buy from them. and on whom we ask them to report.

### Credit Policy

All Sherwood Accounts participating under this plan will establish credit with the Goodyear District, Store or Independent Dealer, which has been designated to serve them. Purchases may, of course, he made on a cash or COD basis also. Districts must maintain seperate B-80 and B-80D on each COD or cash account.

#### 3878 Price Policy

Approved Sherwood Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales Commission Plan.

Sales of the following listed products to approved Sherwood accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by
District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables. Resolute Batteries.

Goodyear produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Sea-Bee Outboard Motors.

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, Shaler M-50 Repair Kits and Motorists Vulc-Patch Kits.

(B) When Delivery is taken from and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds. Goodyear Automotive and Farmlight Batteries and Battery Cables.

Goodyear Produced Recaps & Repairs.

(C) When delivery is taken from a Field or Factory Field Warehouse

Goodyear Car and Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights. Goodyear Repair Materials—The same and only those items listed above under (A).

Includes merchandise shipped direct to dealer by manufacturer.

(D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Sea-Bee Outboard Motors (Only if Akron has approved the dealer as supply point for Car & Home Mdse.)

Goodyear Car & Mom Mdse stocked at Goodyear Field Warehouse (Only if Akron has approved dealer as supply point).

Products Not Eligible Under Sales Commission Plan.

Billing covering products listed hereunder, regardless of delivery point, is not subject to commission and is not to be recorded by Stores nor included in G-1204 volume on which commission is to be paid.

3880 Adjustment billing of any of the eligible products listed above.

All products not listed above as eligible products including but not limited to

General Electric and Hotpoint Major Appliances

General Electric Radios

Motorola Radios, Aerials and Accessories.

Motorola Car Heaters

Anti Freeze

Tire Chains unless delivered by Field Warehouse All types of Equipment—Battery Chargers, Display,

Service Station, etc.

Advertising and Sales Promotion item's,

### Sales Commission Plan.

#### · General

All Goodyear shipments will be to the supplying dealer we will not drop ship to the Sherwood dealer for account of the dealer.

Important—Careful attention under the Independent Dealer Supply Point handling is required to avoid payment to Sherwood of duplicated commissions under the following circumstances.

When a Sherwood account is authorized under this plan,

commissions are to be paid only on this Sherwood account's purchases from his supply point. If this authorized account is the supply point for other Sherwood accounts, then sales to such other accounts are not eligible for commission as such would result in our paying commission to Sharwood on the original sale and then paying a second commission on the same merchandise when it was resold to the other Sherwood Account.

The instructions outlined above under "Independent Dealer Supply Points", therefore, are applicable only if the dealer supply point is not an oil company approved commission account.

# Goodyear Store Supply Points

District Manager will provide stores that are to function as supply point with G1209 of specified Sherwood Accounts for whom the store is the designated supply point. As any changes occur in the G-1209, District Manager will notify store of change by copy of G-1209. Upon-receipt, Stores must immediately revise their records.

It is suggested that stores file the visible G 1209 form in their stock ledger binder for ready reference. Stores receiving lists of accounts from their District Manager should order supplies of blank G 1209 forms with which to establish their visible system.

# 3882 Payment of Commission

Akron will pay all commission to Sherwood in connection with this plan. Rates of commission varies by type of Sherwood account, and type of product, therefore it is of the utmost importance that all Sherwood accounts be correctly classified on G-1209 records and also when reported on G-1204 so that the correct amount of commission will be computed by Akron.

#### Rates of Commission follow:

(A)	Approved	Petroleum	Jobber	or	Petr	oleum	Dis-
	tributor	9		- 1		* *	0

	tributor	
	All Merchandise (except Resolute Batter	y
-	· Volume)	71%
	Resolute Battery Volume	71%
	Identified on G 1204 and G 1209 as Oil Compan	y
	Franchise Johber or Distributor.	
	Car & Home Merchandise-If account is an	)- ',
	proved Car & Home Mdse. wholesaler	71%
	Identified on G1204 and G1209 as approved Ca	ř ·
	& Home Jobber.	* .

(B) Approved Oil Company Dealer (not Jobber or Distributor)

All Merchandise (except Resolute Battery .

Volume) 10%
Resolute Battery Volume 7½%
Identified on G-1204 and G-1209 as Oil Company
Dealer.

If account is approved Car & Home Merchandise wholesaler—Car & Home Commission 7½%

Identified on G1204 and G1209 as Car & Home Jobber.

# 3884 G-1204-Reports

Volume subject to sales commission must be segregated under the following classifications:

- (A) All new tires and tubes including seconds and special priced stock, motorcycle, bicycle, truck farm, industrial and wheelbarrow tires and tubes but excluding airplane tires and tubes.
- (B) Goodyear batteries including farmlight.
- (C) Resolute batteries.
- (D) Car & Home and other products subject to commission not detailed above. (See Page 1A—Sherwood Special Account Instructions).

Commission is payable on the above merchandise only if delivery is made in accordance with schedule on page 1A of Sherwood Special Account Instructions. Credit memos should be deducted from respective commission volume accumulations.

Recording of Volume for Accounts on District Ledgers Tire and Tube Volume

Post bonusable items including credits for experimental truck to the B-80D statistical sheet as usual.

Non Bonusable Tire and Tube items such as Motorcycle, Bicycle Tires and Tubes, etc., which are eligible under the sales commission plan are to be posted in miscellaneous column of the B-80D at the time postings are made to the B-80. Post at merchandise net invoice level.

# Goodyear Automotive Batteries Including Farmlight

Post Bonusable items to B-80D statistical section in usual manner. On guaranteed accounts postings should be made to the B-80D at the level prior to deduction of guaranteed annual bonus. Show annual bonus allowed as a separate item in a miscellaneous column at top of B80D. Enter net battery volume on G-1204 (Battery Bonus volume less annual bonus).

# Resolute Batteries

Resolute volume should be entered on B-80D in appropriate column. This volume must be kept entirely separate from Goodyear Battery volume accumulations.

# Car & Home Merchandise & Miscellaneous

Post to B-80D such volume which is subject to sales commission. Enter on B-80D at net invoice price after deduction of all allowances. Include only items specifically designated as applicable for sales commission.

Recording of Volume for accounts Sold by Stores and Supplying Dealers

Sales of merchandise subject to commission by dealer and store supply points to approved G-1209 accounts is to be entered to B-80D statistical ledger sheet as outlined in

Wholesale Field Operating Manual page C-30B. Distribution of G-1204

Copy #1 and #2-Sherwood Bros.

#3—Statistical Division Sales—Accounting Dept., Akron

#4—District Manager

#5—District File

#6-Petroleum Representative

# 3886 G-1204-Reports

Volume subject to sales commission must be segregated under the following classifications:

- (A) All new tires and tube including seconds and special priced stock, motorcycle, bicycle, truck, farm, industrial and wheelbarrow tires and tubes but excluding airplane tires and tubes.
- (B) Goodyear batteries including farmlight.
- (C) Resolute batteries.
- (D) Car & Home and other products subject to commission not detailed above.

(See Page 1A-Sherwood Special Account Instructions).

Commission is payable on the above merchandise only if delivery is made in accordance with schedule on page 1A of Sherwood Special Account Instructions. Credit memos should be deducted from respective commission volume accumulations.

Recording of Volume for Accounts on District Ledgers
Tire and Tube Volume

Post bonusable items to the statistical section of the B80 ledger sheet as usual.

Non Bonusable Tire and Tube items such as Motorcycle, Bicycle Tires and Tubes, etc., which are eligible under the sales commission plan are to be posted in miscellaneous column of the B-80 at the time postings are made to the B-80. Post at merchandise ret invoice level.

\*Although not posted to the B-80 statistical section, it is important that Truck Tire Bonus, Farm Tire Bonus, and annual bonus should be considered as a deduction from volume subject to commission when preparing G-1204 reports.

Goodyear Automotive Batteries Including Farmlight

Post Bonusable items to the statistical section of the B80 in the usual manner. Postings should be inade to the B80 at the net invoice level. Enter battery volume on G1204.

## Resolute Batteries

Resolute volume should be entered on B-80 in appropriate column. This volume must be kept entirely separate from Goodyear Battery volume accumulations.

# Car & Home Merchandise & Miscellaneous

Post to statistical section of the B-80 such volume which is subject to sales commission. Enter on B-80 at net invoice price after deduction of all allowances. Include only items specifically designated as applicable for sales commission.

\* Although not posted to the B-80 statistical section, it is important that Car & Home Distributor annual/bonus

<sup>\*</sup> Addition

should be considered as a deduction from volume subject to commission when preparing year-end G#204 reports.

\*\* Recording of Volume for accounts Sold by Stores and Supplying Dealers:

Sales of merchandise subject to commission by dealer and store supply points to approved G-1209 accounts is to be entered to B-80 statistical section of the ledger sheet as outlined in Wholesale Field Operating Manual page C-16.

#### Distribution of G-1204

Copy # 1 and # 2—Sherwood Bros # 3—Statistical Division Sales—Accounting Dept, Akron # 4—District Manager # 5—District File # 6—Petroleum Representative

Replaces Page Dated 9-28-50

3888 Sherwood Bros, Inc will be paid a sales commission on net sales of Goodyear products to Sherwood accounts by authorized supply points.

All sales under this plan are sales by an authorized supply point to an independent Sherwood dealer account. Billing issued to Sherwood Bros. Inc covering purchases for "Own Consumption" are not subject to sales commission.

Payment of commission will be made to Sherwood by Akron and will be based on sales reported to Akron by Districts on monthly U-1204 reports.

Establishment of Authorized Supply Points

District Manager will determine supply point for each . Sherwood Account approved.

Goodyear Districts, Field and Factory Field Warehouses, Goodyear Service Stores and Goodyear Independent Dealers may serve as authorized supply points for

<sup>\*\*</sup> Change

these accounts. See Page 1-A for products each class of supply point may deliver.

The supply point will make delivery of the merchandise, issue billing and carry the Accounts of the Sherwood Accounts they serve.

Master Record G-1209

Sherwood Bros. Inc will prepare G-1209 on each Sherwood account which is to participate under the plan. All copies of the form should be approved and forwarded by Sherwood to the Goodyear District Manager for approval and completion.

The G-1209 must be filled in completely as provided on the form.

After G-1209 is completed and approved by both Sherwood and Goodyear District Manager

District Office will distribute copies as follows-

Original (white)—District.Office File

Duplicate (canary)—Sherwood Bros, Inc Division Office

Triplicate (pink)—Goodyear Field Representative Quadruplicate (blue)—Supply Point where a

Goodyear Store (other supply points handled by list—see below)

G-1209 provided to Stores which are not supply points for merchandise other than Car and Home Merchandise nust be clearly marked "applies only to Car and Home Merchandise".

If more than one Store will act as a supply point, the additional Store (stores other than the regular supply point) should be notified of the approved Sherwood account by letter.

<sup>\*</sup> Deletion

CERS.

Independent dealer supply points should be furnished a list of the Sherwood accounts who will buy from them and on whom we ask them to report.

# Credit Policy

All Sherwood Accounts participating under this plan will establish credit with the Goodyear District, Store or Independent Dealer, which has been designated to serve them. Purchases may, of course, be made on a cash or COD basis also. Districts must maintain separate B-80 and on each COD or cash account.

Replaces pg. dated 8-31-51

#### 3890 Price Policy

Approved Sherwood Accounts under this plan will purchase their requirements on the same basis as any independent dealer at the prices and discounts for which they can qualify in accordance with our regular sales program for tires, tubes, batteries, C&H Mdse, etc.

Products Eligible Under Sales Commission Plan.

Sales of the following listed products to approved Sherwood accounts are to be reported on the G-1204 reports when delivery is taken from authorized supply point as indicated below:

(A) When delivery is taken from and/or billing issued by District

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries.

Goodyear produced Recaps & Repairs.

All Dill and Schrader Valve Merchandise.

Goodyear Car & Home Mdse (when delivered by Mfr. with DA billing through District.)

Goodyear Repair Materials as follows—Small and Bicycle Tube Repair Kits, Quart size Steptread Cement, Emergency Self-Sealing Patches, Small Containers Cold Patch Cement, Gasket Compound, Bicycle Rim Cement, and Motorists Vulc-Patch Kits.

(B) When Delivery is taken and billing issued by Goodyear Stores

All Goodyear Tires and Tubes (Except Airplane) including Seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries

Goodyear Produced Recaps & Repairs

(C) When delivery is taken from a Field or Factory Field Warehouse

Goodyear Car and Home Merchandise.

Goodyear Brake Lining, Rivets and Wheel Weights.

Goodyear Repair Materials—The same and only those items listed above under (A)

. Includes Merchandise shipped direct to dealer by manufacturer.

Goodyear Battery Cables.

(D) When delivery is taken from and billing issued by an Independent Dealer

All Goodyear Tire and Tubes (Except Airplane) including seconds.

Goodyear Automotive and Farmlight Batteries and Battery Cables.

Resolute Batteries.

<sup>\*</sup> Change

<sup>&</sup>quot; Deletion

\* Goodyear Car & Home Mdse stocked at Goodyear Field Warehouse. Including tire chains, anti-freeze, and Sea-Bee Outboard Motors:

Products Not Eligible Under Sales Commission Plan.

Billing covering products listed hereunder, regardless of delivery point, is not subject to commission and is not to be recorded by Stores nor, included in G-1204 volume on which commission is to be paid.

Replaces pg. dated 8-31-51

### 3892 COMMISSION EXHIBIT NO. 413.

Sherwood Brothers Incorporated Baltimore Trust Building Baltimore 3. Md.

- %		1	*******************	19
To:		1 *		
	(Dealer)	0		
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We have derivered Credit Identification Cards to certain motorists, to be used by them for credit identification purposes. Such motorists may wish to use such cards in connection with their purchases on credit at service stations, of the following products:

(1) Petroleum Products Marketed by Sherwood Brothers Incorporated and service jobs performed at the ordinary service station which involve the sale or use of such Products, namely, chassis lubricating (in whole or in part) and car washing; and (2) Goodyear tires, batteries and other automotive accessories (except radios and heaters), Provided tires are mounted and batteries and other accessories are attached to the motor vehicle at the time of purchase.

Credit Identification Cards are serially numbered and bear an expiration date. Specimens of these cards have been or will be furnished you on our Placard Form SB-2094.

We understand that you desire to make credit sales of the above mentioned petroleum products, services and accessories to those holding such Credit Identification Cards who may apply to your station for the same. We are willing to accept assignment of the accounts arising from such credit sales under the following terms and conditions:

All sales of the above products, services and accessories shall be made for your own account. In making such sales you shall use such forms of delivery tickets, invoices, reports and other forms as we may supply you for use. Credit Delivery Tickets covering sales to holders of Credit Identification Cards must, in each case, show the Kinds of Merchandise Sold, the Quantities Sold, the Prices at Which Sold, the Total Value of Each Purchase, the Credit Identification Card Number, Auto License Number, Customers Name and Signature of Purchaser. Credit Delivery Tickets not prepared in conformity with the foregoing will be rejected by the Company. We do not assume any liability and shall not be liable for any tax for which you are liable to any governmental authority. If any applicable tax is not included in or added to the price, you will be in the position of absorbing such tax. In any event, you will have to account to the proper governmental authority for any applicable tax. You shall assume and pay, and hold us free of, any and all taxes that are now or may hereafter be imposed on the products or services, or upon the sale or furnishing thereof.

Subject to the terms and conditions set forth on our Placard, Form SB-2094, we will accept assignment by you of the accounts arising from such credit sales and in consideration for the assignment of each such account, we will allow you credit for the amount thereof on your purchases from us.

As to such accounts you shall keep such records and make such reports to us as we may from time to time specify and require with the privilege to us to examine or have examined such records when we may wish to do so.

This proposal is submitted in duplicate, and if the terms and provisions thereof are acceptable to you, you will please so indicate by signing the same at the place indicated hereon, and when executed on our part it will constitute a contract between us, with the understanding that either of us may terminate it at any time with or without cause. A copy of the executed contract will be forwarded to you. Any contract or agreement now in effect with you covering credit sales by you to the holders of Credit Identification Cards is hereby cancelled and terminated on and as of the date hereof, except as to any liability that may have accrued prior to such date.

	Sherwood By	l Bro	others Inc	corporate
0			Credi	t Manage
	Date			
•	Executed	***********		19_
The within and foregoing by accepted and agre		•		
and as of the date her			3	
Dealer				

### 3834 · COMMISSION EXHIBIT NO. 414.

Sherwood Brothers Incorporated

Inter-Office Correspondence

To: Mr. DeHoff, c.c. Mr. John R. Sherwood

Date March 28, 1944

File Reference

Subject Batteries

On Friday, March 24, 1944, a meeting was held with Mr. Ted Hardy, Goodyear Battery Division Manager, Mr. Stucky of Baltimore District, John Mann and myself. At this meeting the complete battery program was discussed.

Battery dealers are classified as Contract Dealer, Distributor and Service Distributor, depending on the amount of potential volume done. Most of our accounts will fall in the Contract Dealer class, some in the Distributor and eventually we will have one or two in the Service Distributor classification. Brooks-Huff is a Service Distributor. In order that there be no misunderstandings in the future, it will be set up that Brooks-Huff can sell a Service Distributor account and Goodyear will rebate the 2-7% discounts earned from Distributor. If this matter has not been brought up of course he would have been unable to sell such an account.

Very definite committments for the rest of this year have been received regarding supplies of batteries. We will be very surely allocated up to 1000 batteries for the rest of this year. Mr. Hardy made this committment. It is interesting to note that 2100 units have been allocated in complete size ranges. Half were shipped March 17 and have been received at Mt. Royal warehouse and the other

half were shipped yesterday. So the supply seems adequate for right now. While this is not a battery season right now, still I feel it is the one thing we can put immediate effort on and I am lining up a battery drive. Portfolios for our salesmen have been ordered will not be available until after Apr. 1st.

It has been agreed that Akron will handle all mailings on Tires, Batteries and Car & Home Supplies. As soon as lists can be compiled listing the different items each dealer handles, this mailing program will be instituted. I feel this is a much better method than for Brooks, Goodyear or Sherwood salesmen attempt to handle it. I am sure the information would not reach the dealers promptly and efficiently. Committments have been made from Akron. (Per Ford Cameron).

On Monday, Mar. 20, I further went over the plan with Hardy who at that time wanted to distribute through the Service Store. I would not agree to separate the distribution of tires and batteries and again definite commitments of 1000 per month were made.

3896 COMMISSION EXHIBIT NO. 415 A-B.

March 29, 1944

Subject

Goodyear Tire & Rubber Co.

Mr. DeHoff,

c.c. Mr. John R. Sherwood.

On Monday & Tuesday, Mar. 20 and 21st, further conferences were held with the Goodyear representatives. During this time a complete listing of all our dealers typed on 3x3 cards were presented. This is the list from which we will follow up sales of all Goodyear items and on which we will depend for checking of sales and estimating of

commissions. We have presented every retail account on Sherwood books including Leased outlets, Divided and Undivided Accounts, Agents and Distributors. In order that we may capture all our rightful profits we have listed dealers as well as distributors or agents. I did this because in certain instances the dealer will short circuit the agent and buy direct from the Goodyear Store. It is self evident that in cases of this nature which we could not control we would be placed in a position of losing certain commissions. Under the present agreement these accounts will be ehecked both ways and we will be insured against, any loss of this nature.

As I suspicioned and foresaw, the chief discussion centered about two of the best accounts-namely, Armstrong and Dunn and Seibert. I will not go into details, enough to say that after the smoke lifted I was told I had made a very masterful presentation of our side. Before I left I had them committed to Dunn & Seibert 100% and at 10% commission. The other account was committed if we would accept and after conferring with Mr. DeHoff, who graciously admitted we would I later informed them and the outcome of the discussions is that we will share or receive commissions from all of the accounts we have presented them. (Before I proceed let me say that I apologize for the personal allusions in this paragraph and I do not like throwing of boomerang bouquets.) On the Armstrong account we should only expect to receive 71% of his purchases from Goodyear.

These accounts were then assigned by Goodyear and the writer to Goodyear salesmen and Goodyear distributors. We will know just who will supply each account and who will contact each from Goodyear. This will be good information to have for organizational as well as promotional purposes.

The cards have been handed back to me for further edit-

ing and securing of Trade Names, Proprietors, etc. After this and from this list we will develop lists for Akron of all dealers and will indicate whether we want them

3898 to receive Tire information, Battery information,

Car & home Supply information or any combination of these three departments. This is being worked upon.

It might be well to state right here that we are to receive our first Sales Report on or about May 1st which will be for the month of March. This is due to the fact Brooks-Huff and the other fellows have until the tenth of the following month in which to report sales, after which the Goodyear accounting offices will have to audit, check and compile a complete report which will be presented to us. So it does seem physically inpossible to get a report much sooner. I have requested that we be given a statement each month instead of the 60 day period mentioned at one time. We must have a 30 day report in order to follow up and get behind certain dealers for sales promotional reasons. This has been agreed to.

As soon as possible we will allocate all the Brooks-Huff accounts to his three salesmen and then they should be in turn allocated to our people.

Fred D. McCauley.

3900

# COMMISSION EXHIBIT NO. 416.

Sherwood Brothers Incorporated

Inter-Office Correspondence. .

To Mr. DeHoff, c.c Mr. John R. Sherwood

Date March 29, 1944.

File Reference

Subject Goodyear.

On Monday, March 27th, I presented and discussed with John Huff our whole picture. He is very enthusiastic and cooperative as he certainly should be. As stated before he will assign all of our important accounts to his three salesmen who will immediately, or as soon as opportune start working same from the angle of putting in a bank stock, others to increase their battery and tire inventories, etc., and of course since we actually have batteries, they will push this merchandise and attempt to secure new dealers.

Inventories of tires needed right now in the various sizes were compiled and we retired to Goodyear to formulate some concrete plans for getting additional tire merchandise to us following the committments made by Mr. Gaylord. Mr. Doolittle after examining the list which also contained also an examination of the tires wanted as against those needed, doubled the largest order (tires wanted) and sent it to Akron. This was done in order to take proper care of the territories. The rest you know about. I have written to Mr. Gaylord urging delivery of this merchandise and John R. has followed it up most capably.

Not for the sake of alarm but only that all angles may be

considered I throw out that at some future date it is entirely possible, and maybe probable that Huff might go to a competitive brand which would make him a direct competitor of ours. In all probability that would be United States. Again, he could supply United States to all his other accounts, keeping our accounts Goodyear. If and when that time comes, we would have to move fast and to be sure I feel we would meet the emergency.

The only other matter I believe is pertinent at this time is we are endeavoring to secure 200 tire certificates from Akron at a price of \$2.00 per. I think we will get them and this wilk enable certain of our dealers to keep a larger inventory on hand and preclude the loss of sales.

John Huff has committed himself to distributing all the order we have just put in to Akron to our accounts, as well as allotting 75% of all passenger tires received by him to Sherwood accounts.

Fred D. McCauley.

3902

# COMMISSION EXHIBIT NO. 417.

Sherwood Brothers Incorporated

Inter-Office Correspondence

Date March 21, 1944.

To Mr. C. Roland DeHoff, c.c. Mr. John R. Sherwood

File Reference

Subject Goodyear Commissions

Goodyear report sheets are now being typed by the Baltimore District Office showing Proprietor, Trade Name, Address, Discount or Commission on All Other Purchases Except Car & Home Supplies, Commission on Car and

Home Supplies and Supply Point or Distributor. The master sheet will enumerate the discount that applies while all other reports will give actual Commission figures for each account.

I think it well to set down in writing what discounts (Rate) we expect to receive so there can be no misunder-standing later. They are as follows:

Commission on Total Purchases

G. D. Armstrong & F. A. Weltv

71%

All other accounts including
Dunn & Seibert and all
accounts supplied by
Brooks-Huff Tire Co.

10%

The reason for the difference is that the first two named accounts are Agents of ours and the procedure in handling Commission Plan for Oil Companies provides for this differential.

While acceptable to me it is hard to reconcile Goodyear's reasoning in this connection and I have been able to get no logical explanations of it from Mr. Doolittle other than it is the cut and dried formula.

Fred D. McCauley.

3904 COMMISSION EXHIBIT NO. 418A-B.

July 13, 1944

Mr. Ted Hardy
Manager—Battery Department
Goodyear Tire & Rubber Co.
Akron, Ohio

Dear Ted:

Our battery campaign is over and I would like to give you a brief summary of the results obtained.

First, I want to thank you as well as Mr. Doolittle for arranging to have that fine gentleman and excellent salesman, Mr. Sellers, come up and spend a week with us and get the campaign started. I know it was out of the ordinary to ask Mr. Sellers to assist us in a retail selling campaign but it was largely through his efforts in pepping the boys up and outlining sales details of the campaign that we attained the success we did. I cannot speak too highly about Mr. Sellers. He is sincere, hard working, friendly and he knows his business. Unfortunately, I cannot say that for too many salesmen that I know. He certainly made a hit with all of our salesmen as well as our executives and I think you should be proud to have a man of this calibre working for you. We are eagerly looking forward to Mr. Sellers' early return to Baltimore.

As you know, I was most anxious to have Mr. Sellers' attention and cooperation with us re ded and I had stated at the beginning of the campaign that I would be very happy to present him with an order for 500 batteries from Brooks Huff Tire Company at the end of the week. I am now happy to state that before the week was out, Mr. Sellers had secured an order for one carload of Goodyear batteries from Mr. Huff of the Brook Huff Tire Com-

pany. That carload of Goodyear batteries has been sold and additional orders placed.

The final results of the sales campaign which ran into the second week are as follows:

89 of the Delco Testers were sold to Sherwood dealers along with a total of 913 Goodyear batteries.

This means that instead of one out of ten of our better Sherwood dealers handling Goodyear batteries, we now have eight out of ten of our better dealers stocking and selling Goodyear. You will be interested to know, I am sure, that already a great many of these new Goodyear

battery accounts have reordered and are really co-3906 operating with us and are going to town. It will now

be our job to keep the new Goodyear battery accounts in line and I feel sure that we are capable of doing just that.

I think the job was more outstanding because it was done during the worst battery selling month of the year and while I have not heard your reaction to the campaign directly, I feel sure that you are happy to know that we saved the battery allocation for the Baltimoré district in July.

With kindest regards and best wishes-

Sincerely,

Sherwood Brothers Incorporated;

Fred D. McCauley,

Mgr. Tire & Merchandise Division.

(Illegible)

c.e. Mr. Doolittle

Mr. John R. Sherwood

Mr. DeHoff

Mr. Gottman

Mr. Sellers

2908

### COMMISSION EXHIBIT NO. 419.

Copy for Mr. S. A. Gaylord Mr. Fred McCauley

July 27, 1944

Mr. Butler Doolittle Goodyear Tire and Rubber Company Mt. Royal Ave. & Oliver St. Baltimore, 17, Md.

#### Dear Butler:

We are making some rather important changes in our company setup and distribution which I want to tell you about.

Effective August 1 we are transferring to the Sinclair Refining Company all of our business in every respect in Washington and we in turn are getting out of the Washington territory completely. Sinclair will convert the brand names of Richfield to the corresponding brands of Sinclair. Sinclair, of course, know about our relationship with Goodyear and I have sent to them a list of the locations which we have on your approved list, which locations are within our Washington territory being turned over to Sinclair. For your information I am sending you also a copy of this list. Goodyear presumably will transfer these locations from Sherwood's list to Sinclair's list for the development of commissions, and so on.

On September 1 Sherwood is going to take over all of the Sinclair business in the State of Maryland and the Eastern Shore of Virginia. As soon as that is done we will develop a list of the locations which are to be put on the Goodyear approved list. We have a big job to do at these locations in developing merchandise sales because Sinclair has done very little in the past, but I am sure that as time goes on we will be able to bring those locations around in good shape.

We also are going to change all Richfield brands to corresponding Sinclair brands. This will give use a very fine business in Maryland and give us a real opportunity for development in the future. I consider it a very fine forward step in total, although I do hate to lose the nice Goodyear business which we have developed in Washington; however we can't have the cake and eat it too. I am sure we will be able to replace that volume in Maryland before too much time goes by.

For his information I am sending a copy of this letter to Mr. Gaylord at Akron.

With kindest personal regards, I am-Yours sincerely,

3910 COMMISSION EXHIBIT NO. 420A-B.

July 29, 1944

Mr. John B. Mann Goodyear Tire & Rubber Co. Mt. Royal Ave. & Oliver St. Baltimore, Md.

Dear John:

Because of the importance of the change through which our Company is headed so that you might be generally informed of what is taking place I am sending you this memorandum at this time in spite of the fact that all of the details have not yet been worked out and developed.

In recent months we have devoted a great deal of effort to the study of our long range future. Because of development plans for the future now being made by Sinclair we have decided that our company will be considerably better off in the long run handling the Sinclair brands than handling the Richfield brands.

In order to accomplish this change many problems had to be solved. We have worked out a very splendid program with which I am very much pleased and I wish to pass it on to you in its present state as follows:

1. We are, effective August 1, 1944, transferring to Sinclair all of our Washington business and operations. This includes all of our properties, equipment, accounts, and everything else. It means that we will not have any participation whatever in any business or operations or problems involved in the territory formerly covered by our Washington Branch.

In Washington, Sinclair will convert all Richfield brands to their corresponding Sinclair brands. Our personnel will be transferred to the Sinclair organization.

2. In exchange for Washington, our Company will be given, effective September 1, 1944, the entire State of Maryland; the State line will be approximately our territory boundary. We will also include the Eastern Shore of Virginia in our territory. Sinclair will, of course, retain in Washington that part of Maryland which comprises the Washington metropolitan area.

In Maryland all of the existing Sinclair business will be transferred to Sherwood; consisting of fifteen agencies and two distributors. At the same time we will convert all of our Richfield brands to corresponding Sinclair brands. Our established Sherwood brands will, of course, not be changed.

3912 All of this will actually give our Company a decided boost in gasoline gallonage. The Sinclair gallonage is to a large extent consumer business, principally with farmers in the fine agricultural parts of our State; consequently their business fits in in a very complementary way with ours. It will give us a better rounded business than we could possibly expect to develop except through many years of hard effort.

As far as Sinclair public acceptance is concerned, we should find that with these changes it will be very materially improved and I feel that it will promptly exceed the public acceptance for Richfield. You may be pleased to know that according to the Maryland gasoline tax records our Company will be in second place, which is something that should make us feel mighty good.

3. There is under way a plan for decentralizing certain authorities and responsibilities concerning the operations of our Company. We expect to be given greater local authority. I am much pleased with this phase of the change because it should enable us to become, even more than ever, one big happy business family.

Mr. John R. Sherwood has told our people in New York that we were going to show them the finest marketing operation in the entire Sinclair organization. I know we can do it and I know that with this challenging, even exciting prospect for the future I can count on your whole-hearted support in the days of hard work which lie ahead.

Mr. John R. Sherwood has already written to Mr. Doolittle concerning this change and asked him to remit sales figures on the Washington accounts after August 1 to Sinclair Refining Company instead of to Sherwood Brothers. This means that after August 1 you will completely forget the Washington territory. However, I shall still expect to receive the same and even more merchandise than before due to this fact that we will take on a much larger chunk of business than we are turning loose in Washington.

With kindest regards and best wishes—

Yours very truly

Sherwood Brothers Incorporated Fred D. McCauley

Mgr., Tire & Merchandise Dept. 3914

#### COMMISSION EXHIBIT NO. 421.

August 19, 1944

Mr. Butler Doolittle, District Manager Goodyear Tire & Rubber Company Mt. Royal Ave. & Oliver St. Baltimore 17, Md.

Sinclair Change-Over Goodyear Tire & Rubber Co.

### Dear Mr. Doolittle:

Following up our conversation a few days ago and in an effort to clarify the situation, I would like to set down my thoughts concerning Goodyear quotas in Washington and the State of Maryland.

First, let me say that we cannot deprive the Washington dealers of the tires they have been getting even if it means taking their regular/15% of our total quota from us.

However, we are taking on somewhere around 290 additional Sinclair dealers in Maryland and we will want to have them handle Goodyear tires and batteries and other merchandise as soon as possible, therefore I would consider it very fair if Goodyear could arrange to let us have for Sherwood Brothers what we have been getting in the past but applying that quota only to Maryland. This would mean that Goodyear would set up an additional quota to take care of the number of tires which have been allocated to Washington, only they would set their quota up for the Sinclair dealers in Washington.

I prefer to think about this problem from the angle not of increasing the Sherwood quota but allowing it to remain at the same ceiling it has always been while any increase in quota should be considered for the Sinclair group of stations in Washington. I hope you get my point there.

I hope in the very near future to receive a complete list of the Sinclair dealers which we will take on in Maryland as of September 1, so that I can register them with your company. I hope to be able to forward this list to you in the very near future but in any event starting September 1, naturally I want to get commission on any Goodyear sales to any of our new Sinclair dealers.

Yours very truly,

Sherwood Brothers Incorporated F. D. McCauley

Manager — Tire and Merchandise Dept.

FIMcC:CK

3916 COMMISSION EXHIBIT NO. 422 A-B.

Sherwood Brothers Incorporated
Inter-Office Correspondence

Date November 2, 1944

To Mr. Fred McCauley: c.c. Mr. DeHoff

File Reference

. Subject

I have noted with interest the survey form you have prepared for surveying the dealers in the agents' territories regarding tires, batteries, and merchandise. I suppose that our tire and merchandise program has been sufficiently explained to all of the agents so that they will know why we are making this survey and so that they will know relatively what additional information might be desirable to obtain such as past volume on tires, batteries, and merchandise, potential volume, just what is meant by budget selling, whether the agent thinks he can sell the particular

dealer on Goodyear tires and batteries, and on whatever lines of appliances and merchandise we might handle after the war. In any event, the form is a good starter and will give you some information.

It is my own opinion that all of our dealers throughout the territory should be undergoing a cultivation program starting right now to get them in tune mentally with the tire, battery, and merchandise program that we have in mind. It takes quite a little time to get over the first hurdles. Of course we expect to go over all of this with the agents when we get together for a meeting.

It might be too that we will have to plan meetings in each of the agents' territory to explain this program to the dealers themselves. The program will receive better impetus when we develop a plan for participation in the business by the agent. I suppose too you are asking each of the agents whether they are interested in going into this business from their viewpoint, whether it would be on a stocking basis for us, or a distributorship on their own account, or whatever other alternates there are.

I noticed too in your survey that you say nothing about store installations when they become available, in fact some installations are available now. Do you have catalogs to send to each of the dealers showing what may be coming along in the near future, or is it proposed that through the Sales Department each of the dealers will be contacted for development of this information.

In this whole matter I think it of paramount importance that we do not miss the broad view of this tire, battery, and merchandise program. We have in the State somewhere around 900 dealer outlets, each and every one of those, if it sells any gasoline at all, is a potential outlet for tires, batteries, or some kind of merchandise. Even if they sell one spark plug or one can of Utility Oil a year, I want that sale made. I want the merchandise on display, properly

displayed, well engineered and designed, and everything else done to really make each of these 900 outlets 3918 produce the best overall volume. I know the agents are busy with shortages, quotas, and so on. So are the dealers, but there is nothing to make the time go by more profitably or quickly than to be actively engaged in a good constructive forward looking program.

Just how you and Mr. DeHoff are planning on carrying this down through the organization to the dealer himself I do not right now know, but it is my request that you develop a program, set up a schedule, and really get going. Of course the same thing applies even in greater degree to the surveying and developing of our dealers in Baltimore. I would like to see your program and schedule when you have it developed.

Very truly yours, John R. Sherwood.

JRS:W

#### 3920 COMMISSION EXHIBIT NO. 423A-C.

The Goodyear Tire & Rubber Company, Inc.
Mt. Royal Ave. & Oliver St.
Baltimore 17, Md.

May 29th, 1945.

Mr Fred McCauley Sherwood Brothers, Inc. O'Sullivan Bldg 10 Light Street Baltimore, Maryland.

# Dear Sir:

Pursuant to our discussion concerning the possibility of authorizing your agents to become direct Goodyear dealers, I wish to place on record the outcome of our conference.

Our principal difficulty rests in that part of our territory known as the Del-Mar-Va Peninsula, plus the area covered by Kunkel Service Company of Bel Air, Md.

The consequence is that we find ourselves unable to set up as tire dealers your agents in the following territories—

2 Counties in Virginia at the tip of the aforementioned Peninsula.

Also Snow Hill, Md.

Berlin, Md.

Cambridge, Md.

Georgetown, Del.

Seaford, Del.

Dover, Del.

Smyrna, Del.

Easton, Md.

Chestertown, Md.

Elkton, Md.

Havre de Grace, Md.

The one territory on the Peninsula which we can approve, namely, Denton, Md., we recommend against appointing your agent as a tire dealer for the following reason. The Goodyear dealer handling this territory, namely, Earl Crouse, is your agent's brother.

Mr Crouse operates a Sherwood-Sinclair Station and consequently you receive credit for all of the Goodyear tires he sells. He is definitely interested in selling Goodyear tires to all of his brother's gasoline accounts and already has his brother's cooperation in performing this function.

Since the present arrangement, thereby, is apparently entirely satisfactory to both Sherwood Brothers and 3922 Goodyear, we feel that nothing would be gained by any change. If, however, you find it to your advantage to appoint this agent as a tire dealer, then you may consider that such action has our approval.

The territories in which we can approve your agents as

Westminster, Md.
Frederick, Md. (2 agents)
Hagerstown, Md.
Hancock, Md.
Laytonsville, Md.
La Plata, Md.

This covers all the agency territories presented to me as represented by the territorial map which we studied, with the exception of one territory, namely, Cockeysville, Md.

I have asked that we not be required to give a "yes" or "no" for this territory until a later date and further discussion. The reason in this case is that your Cockeysville territory covers a very broad area about two thirds of which we could readily approve.

The eastern third of this area overlaps the territory

presently assigned to Kunkel Service Company of Bel Air and embraces a large number of towns in which Kunkel already has active Goodyear dealerships established, some of which are Sherwood-Sinclair outlets.

It is unfortunate that we are unable to approve the numerous territories covered by your agents on the Del-Mar-Va Peninsula, but we would like to make one rather positive statement of opinion pertaining to that section of Maryland—the Virginia part of this territory we can offer no solution for.

We believe, sincerely, that if we are permitted to operate in the Maryland and Delaware portion of the Del-Mar-Va Peninsula on the same basis that we have operated up to the present time, which is supplying your stations thru our already established dealers, that we will, Post Warwise, be able to realize for you and ourselves almost as large a volume of tire business as we would were your agents appointed tire dealers.

This we believe we would accomplish by virtue of the fact that in this section of Maryland we have an unusually fine group of active, aggressive and longstanding Goodyear dealerships. We would do all in our power to encourage these dealers to render to your service stations unusual service and cooperation, and, furthermore, we would take it as our personal responsibility to follow thru closely on all matters of service, solicitation and general assistance

to your service stations in this territory.

We believe that there is a great future advantage for both Goodyear and Sherwood to continue the fine exclusive relationship which has existed over the past few years, and we believe that our efforts to cooperate during the past period of the World War proves the sincerity of this feeling.

We do not feel that any great advantage could be gained for Sherwood Brothers other than a possible psychological advantage in appointing agents in the Eastern Shore Section of Maryland as direct tire dealers.

We invite your consideration to this viewpoint.

Very truly yours, Butler Doolittle,

District Manager

Butler Doolittle

CC—L H Shepherd, Mgr S E Div
Atlanta, Ga
S A Gaylord, Mgr Petroleum Sales
Akron, Ohio

3926 COMMISSION EXHIBIT NO. 424.

c.c. Mr. John R. Sherwood Mr. DeHoff Mr. Landon

June 6, 1945.

Mr. John D. Mann Special Petroleum Sales Representative Goodyear Tire & Rubber Co. Baltimore 17, Md.

#### Dear John:

As you know, Mr. Doolittle has already approved the appointment of our agents as Goodyear dealers providing their territory lies in the area west and southwest of a line drawn northward from Baltimore City to the Pennsylvania State Line.

It is my wish now to enter into correspondence, conferences or discussions with Mr. D. E. Randall, Goodyear District Manager, Pittsburgh, Pa. in an effort to have him commit himself to approving Messrs. Garland and Buchholts in Cumberland as Goodyear tire dealers.

When Mr. Shephard was here, he very definitely stated that there would be no opposition to the appointment of our agents in a territory where a Goodyear Service Store was located. I realize that he has no jurisdiction over the Pittsburgh district but feel that his statement was in line with general Goodyear policy. Since our agent and our distributor in Cumberland lie within such a territory, I can see no reason why Mr. Randall would not give his approval to setting these people up as Goodyear distributors.

I shall appreciate it if you will give this matter some thought and act promptly in order to secure a favorable answer to our request. You may want to write Mr. Randall or have Mr. Doolittle write Mr. Randall, or go to see him, or arrange a conference between the three of us but in any event, I would like to get the thing started and if there is any way that I can be of help or assistance, do not hesitate to call upon me.

Yours very truly,

Sherwood Brothers Incorporated Fred D. McCauley Illegible

Illegible

# 3928 COMMISSION EXHIBIT NO. 425A-B.

December 31, 1945

Mr. John D. Mann, Special Petroleum Sales Representative Goodyear Tire & Rubber Co. Inc. Mt. Royal Ave. & Oliver St. Baltimore 17, Md.

#### Dear John:

I would like for you to develop some information for me just as soon as possible after receipt of this letter. The information that I am requesting is a complete outline of how far and to what extent the Goodyear Tire & Rubber Company will assist and participate in an advertising campaign for 1946.

I really should have asked about this before and that is why I ask your prompt assistance in assembling all facts and data concerning a 1946 advertising campaign.

As you know, we have been planning for some time on doing some advertising on Goodyear products in connection with our dealer outlets. The time has come when we must have something definite from Goodyear in order to intelligently plan and carry out the program to a successful conclusion. It has been my understanding that it is Goodyear's practice to match dollar for dollar the advertising money spent by Goodyear dealers. Of course, in this instance I am sure you would classify Sherwood Brothers Incorporated as a dealer because it is our intention to advertise for all of our stations. By that, of course, I mean we would advertise for and in the name of Sherwood-Goodyear Dealers. The program would be centrally planned and coordinated and the bills would be paid by Sherwood Brothers Incorporated.

By handling the whole advertising campaign instead of leaving it up to individual dealers I feel it would help the sale of Goodyear products through our dealer outlets and would encourage more of our dealers to handle the Goodyear line.

It may be of interest for you to know that Mr. John R. Sherwood is personally willing to see our company spend some of its own money in order to promote the entire Goodyear setup with our dealers in all eligible territories and particularly here in Baltimore.

Now what I would like for you to do is to try and tie this whole idea together by giving me concrete facts, proposals, schedules, etc. The information I want would in-

clude realistic and specific plans on just how a co-3930 operative advertising campaign would work and how

it would be applied. I would like to know what amount of money Goodyear would be willing to put up. Should we anticipate a lump sum to be spent over the year or would it be on some sort of a sharing percentage basis related to total sales to our Sherwood dealers.

I would also like to know just how far Goodyear will cooperate in supplying electric signs for our dealer outlets. These would be signs placed either on the building or in the station windows or perhaps on sign poles at some other location.

To sum up I would like to have the whole advertising picture developed in a concrete manner so we would know exactly how far and to what extent we could count on Goodyear's help in both newspaper and radio as well as outdoor advertising in form of signs, electric signs, displays and other features.

It is very necessary that prompt action be taken on this request so that we will be able to do our planning and so that we will be able to swing into action if, as and whom the supply of merchandise reaches the point where we can profitably do some advertising as part of our general merchandising scheme.

Sincerely yours

Sherwood Brothers Incorporated Fred D. McCauley

FDM.mt

Manager—Tire & Merchandise Division

c.c. Mr. Joseph Keeman

Ass't. District Mgr.

Goodyear Tire & Rubber Co.

Mr. John R. Sherwood

Mr. G. R. DeHoff

Mr. R. K. Johnson

3932

#### COMMISSION EXHIBIT NO. 426.

January 15, 1946

Mr. J. A. Lewin Manager—Dealer Department Goodyear Tire & Rubber Co., Inc. Akron, Ohio

#### Dear Jack:

All of our Sherwood men have arrived safely home after a wonderful trip to visit the Goodyear people in Akron. I hasten to tell you that in my opinion the trip was most successful and I firmly believe that it will actually produce the results that I anticipated.

Again as I expected, you were the perfect host. All of the men are loud in their praises for the efficient manner in which you prepared the three day program as well as the fine entertainment features you provided for them. Jack, I appreciate this greatly and I thank you sincerely for your very splendid cooperation. I am sure that these fellows have actually caught the enthusiasm of you and your fellow workers as I always do on my visits to Akron. Our men were particularly impressed with Vern Jones department and the store displays on the sixth floor of Goodyear Hall. That is just as I planned and wanted it.

While the boys were in Akron, we did a lot of conniving here and I know that you will be interested to know that they have immediately begun a campaign to sell Goodyear car and home supplies to our dealers and, briefly, the plan is that each territory salesman must bring in to this office every two weeks an order for merchandise from every Sherwood-Goodyear car and home merchandise distributor. Sales records will be kept of each salesman's efforts and I assure you that Goodyear car and home merchandise sales will be accelerated greatly in the year 1946.

We intend to hold up our end of this partnership, we expect to work for what we earn and I am confident that given the proper tools by you fellows, we will produce a job which you will be proud of.

Again I sincerely thank you for your kindness and courtesy to our Sherwood boys and they send their appreciation and kindest regards to a swell guy—Jack Lewin.

Sincerely yours,

Sherwood Brothers Incorporated Fred D. McCauley

FDMcC:CK

Manager-Tire & Mdse. Dir.

#### COMMISSION EXHIBIT NO. 427.

January 23, 1946

c.c. Mr. DeHoff Mr. Landon Mr. Clarke

Mr. John B. Mann, Special Petroleum Representative. The Goodyear Tire & Rubber Co., Inc. Mt. Royal Ave. & Oliver St. Baltimore 17, Md.

#### Dear John:

I just finished talking to our agent, Mr. Garland, at Chestertown, Maryland and he informs me that a Mr. Davis has taken over the station formerly operated by Mr. Norris Crewes.

Mr. Garland informs me that Mr. Davis is a returned air force pilot and from his description of the fellow, he must be right on the ball. Mr. Davis and Mr. Garland, as well as myself, are very very anxious to get this fellow set up in the tire business. Therefore, please arrange some way to have as many tires as possible, as well as tubes, allocated and tagged for Kunkel's Service Company to be delivered to Mr. Davis in Chestertown.

This is the first request of its kind that we have had from our agent at Chestertown, and it is my desire to show him that we intend to cooperate with him promptly and efficiently.

In addition, I would like for you to make arrangements with Ed Clario to run down there, measure up the place, sell him the necessary store fixtures and establish him as a Sherwood-Goodyear Car and Home Merchandise Distributor.

It is very important that we set up these new dealers at the very beginning, therefore, the sooner you can call upon this account with our Mr. Clario, the much better it will work out for all of us.

Please advise me promptly what you are able to accomplish in the tire matter so that I may advise Mr. Garland in Chestertown.

Sincerely yours

Sherwood Brothers Incorporated
Fred D. McCauley
Manager, Tire & Merchandise Div.

FDM:S

COMMISSION EXHIBIT NO. 428.

March 6, 1946

Mr. Paul Spahr, Manager Goodyear Tire & Rubber Co. Warehouse 910 Brown St. Philadelphia—23, Pa.

#### Dear Paul:

Your letter of February 27 to which you attached the Goodyear Sales Department letter concerning the availability of garden tools was very much appreciated. I am particularly pleased with your fine cooperation and your willingness to help us out by giving us first call on all receipts of garden tools from now until April 1. It is certainly nice to have confidence in a friend and I am satisfied that you are standing by ready to do all in your power to dig us out of this hole in which we find ourselevs.

I appreciate your promptness in pulling the garden tool order for R. J. Papa located at Fayette & Exeter Streets, Baltimore.

Next week we are going to Akron for a few days and

upon our return maybe we will have something interesting to talk to you about. At any rate, I hope so.

You will be interested to know that we closed the month of February with \$30,524.00 in Car and Home orders turned in to Goodyear. This means that Johnnie Mann lost his bet and we can look forward in the future to an honest-to-goodness big dinner. Strange to say, while losing his bet John Mann is just as happy about it as I am.

With kindest regards, I am

Sincerely yours,

Sherwood Brothers Incorporated Fred D. McCauley Manager—Tire & Mdse. Div.

FDMcC:CK

COMMISSION EXHIBIT NO. 429.

March 11, 1946

Miller Chevrolet Sales Ellicott City Maryland

### Gentlemen:

3936

Following is a list of towns in which you are free to solicit passenger car and truck tire sales as well as farm tire sales:

Daniels
Annapolis Junction
Dorsey
Ellicott City

Fulton
Hanover
Hanover
Ilchester
Jessups
Woodstock

Lisbon
Marriottsville
Savage
West Friendship

The following list of dealers are at this time buying Goodyear Tires, and they wish you to solicit their business and supply their needs.

#### Shell Accounts

John Fyock-Glenelg, Md.

P. Olson—Frederick Rd., RFD Ellicott City, Md. Kenneth Ridings—Hilton Hts., Columbia Pike, Ellicott

City, Md.

#### Sherwood Accounts

G. A. C. Hodges—RiverRoad, Ellicott City, Md.
Parlett Motor Co.—Ellicott City, Md.
Marshall Sauter—By-Pass #40, Ellicott City, Md.
J. M. Sirk—Lisbon, Md.
Roger C. Wall—Ellicott City, Md.

West Friendship Garage—West Friendship, Md.

Very truly yours,

A. W. Littleton, Field Representative.

AWL/n

COMMISSION EXHIBIT NO. 430A.

August 6, 1946

As per your request of August 5, I am sending you herewith a copy of my memorandum to Mr. DeHoff and Mr. Jurgens dated December 7, 1945, which quotes from the letter of approval given us by our Directors to extend commissions on Goodyear merchandise to our agents to an extent not to exceed 4% of Goodyear's net billing price to the dealer. This should be sufficient for your files as to the authority for policy.

You also ask to have something specific in the form of a statement of the Company's plan and policy regarding this matter so you can set up your accounting handling accordingly. I would suggest that you take this matter up with Mr. DeHoff and Mr. McCauley because they know the de-

tails better than I do. It is our basic policy, for your information, to pay 3% to our commission agents on any Goodyear merchandise sold to our dealers within the territory assigned to each particular agent. In other words, out of our 10% commission, which is paid to us by Goodyear, 3% goes to the agent in the territory, leaving us 7% on that particular transaction. This would mean, I would think, that in each agency operation Goodyear billings to our dealers would be segregated by territories. Out of the commission paid us we would then pay to the agent the 3%. Of course the 3% is based on total, just as our 10% is. The agent would, in other words, receive 30% of our 10%. I would imagine that a routine would be set up whereby our agents would not receive their commissions until we had actually received our commissions from Goodyear.

If there is anything further I can do, let me know.

John R. Sherwood.

JRS:W

3940 COMMISSION EXHIBIT NO. 430B.

December 7, 1945

Mr. DeHoff: c.c. Mr. Jurgens

I have received a letter from Mr. Beddingfield dated December 4 on the subject of TBA commission for commission agents. It reads as follows:

"The Directors have approved our sharing your commissions received from Goodyear on sale of TBA merchandise with your commission agents subject to the following:

 Commission to be paid to the agent not to exceed 4% of Goodyear's net billing price to the dealer. Commission to be paid to the agent based on volume and sales in each agent's territory.

"This authority is given with the understanding that no commission will be paid to commission agents who are dealers in TBA merchandise. The Robinson Patman Law specifically prohibits passing on of commissions to dealers."

In view of this approval we can now specifically get together in our own minds and decide what we want to do. Personally I am in favor of passing along a 3% commission to our agents who are not already distributors or dealers in Goodyear merchandise; however I think we want to work up the instructions and philosophies back of this move and have everything clear so that we can make it part of a real program for the development of interest in the Goodyear line by our agents and, through them, with our dealers, so that when merchandise actually begins to flow we will have the largest possible number of outfets at the delaer level.

John R. Sherwood.

JRS:W

# COMMISSION EXHIBIT NO. 431.

Sherwood Brothers Incorporated, 10 Light Street, Baltimore 3, Md.

July 30, 1946

This letter sets forth the complete understanding to become effective between us on August 1, 1946, covering the sale of Goodyear Tires, Goodyear Batteries and Goodyear Car & Home Merchandise through our dealers in the territory assigned to you. The arrangement is that you will actively assist in selling and promoting the sale of the above mentioned merchandise to and through dealers handling our petroleum products and will cooperate with Goodyear's representatives and ours in the promotion of such sales. Orders taken by you are subject to the approval or rejection by either Goodyear or our company.

On sales so made we will pay you a commission of 3%, computed on the net amount of invoices excluding the tax and so called "add-on" shown separately thereon after deducting all applicable discounts and allowances other than cash discounts and quantity bonus whether shown on the invoice or subsequently allowed. Sales records furnished us by Goodyear will be conclusive between you and our company as to the basis for computation of any such commission and payment thereof will be made as soon as practical after receiving our monthly statement from Goodyear.

Our company may from time to time authorize payment to you of commissions on the sale of certain merchandise other/than that supplied by Goodyear. In such event you will be notified by letter as to the specific items and rates of commission to apply. This understanding between us shall remain in effect from month to pronth unless terminated by either of us on 30 days notice to the other, but shall be automatically terminated upon the termination of the Commission Agency Agreement now existing between us covering the sale of petroleum products or upon any termination of the arrangement now in effect between our company and the Goodyear Tire & Rubber Company. Commissions earned prior to the effective date of any such termination will be paid to you in due course.

Please sign and return two copies of this letter as your assent to this arrangement and retain the third copy.

Yours very truly,
Sherwood Brothers Incorporated,
Vice President.

ML

Accepted:

Agent.

3944

#### COMMISSION EXHIBIT NO. 432.

August 20, 1946

Mr. H. G. Harper, Manager Associated Merchandise Goodyear Tire & Rubber Company Akron 16, Ohio.

Dear Henry:

I hope you will have an opportunity to see Fred Mc-Cauley when he pays a visit to Akron this week. I want him to keep in close touch with Goodyear and keep you apprised of the many problems that confront us in the working out of our Goodyear relationships and in working out the construction of a firm foundation for the building of this business in the future.

Mr. H. F. Sinclair paid us a visit yesterday and spent the entire day inspecting our service stations and operations. He was rather complimentary but he let us know in no uncertain terms that he expects the Sherwood organizations in Maryland to act as a spark plug for Sinclair operations all over the country, particularly as far as merchandising and the TBA program is concerned. In order to do this we have got to have your full and strong cooperation, not only in the matter of ideas but also in the supply of merchandise and in the service of supplies.

This brings us to the matter of warehouse again. I know that you have been working hard to secure warehouse in Baltimore and through no fault of yours the progress has moved forward slowly. I am familiar with the local real estate situation and understand the problems that must. confront you in such an undertaking. We here would be glad to give you any possible assistance through our Real Estate Department if you care to have us attempt to do so. Of cours we would probably run into the same thing that .you have encountered. As you know, I am still very keen about this whole thing. We are moving steadily in the development of stores and in improving the quality of our outlets. We have received appropriations for the development of new stations in our entire territory. The program is definitely forward-looking. Our new stations will have considerably-larger stores than the old ones. We are in this thing for keeps. I do hope that you will do everything possible to keep this program going.

With my very warmest regards to you all, I am

John R. Sherwood, Vice President.

#### COMMISSION EXHIBIT NO. 439.

Juhe 3, 1947

Mr. John D. Mann Goodyear Tire & Rubber Co., Inc. Mt. Royal Ave. & Olive: St. Baltimore 17, Md.

#### Dear John:

Attached please find car and home merchandise order for James Thompson as well as memo from Elmore Evans.

Mr. Thompson sent in his financial statement to Goodyear some time ago and I wish you would endeavor to have this little order approved at distributor price and passed by your Credit Department. Elmore had worked hard on this account and the opportune time to get these accounts started with Goodyear is right after the lessee takes over the station.

In this respect, I think policy should be established by you and Butler regarding stations which are changed over. When one lessee takes over from another, they buy all of the merchandise on hand at the location, therefore, in most instances where the old lessee has already been approved as a car and home merchandise distributor, it is impossible for the new lessee to qualify by giving us a \$250.00 order.

Under the circumstances, I wish you would indicate to me that you will approve the new lessee on the basis of Goodyear car and home merchandise on hand and also the fact that the old lessee was a car and home distributor. In other words, you would transfer the car and home merchandise distributorship from one lessee to another. This would be a big help and I wish you would develop this for me as a matter of future policy.

Sincerely yours,

Fred D. McCauley

Manager, Tire & Mdse. Div.

McC:CK Enc.

# COMMISSION EXHIBIT NO. 434A.

July 17, 1947

Mr. Howard Landon c.c. Mr. DeHoff Mr. Van Horn

John R. Brown Cockeysville, Md.

With all the momentarily irrating things that happen during the day, it refreshes me here in the cool of the evening and makes me very happy to be able to report that most of the obstacles which have prevented us from signing up the subject agent as a Goodyear distributor have been overcome.

Butler Doolittle has finally given in and has agreed to franchise Brownie on the complete line of Goodyear products without any reservation or equivocation insofar as two or three accounts lying in Kunkel's territory are concerned. Mr. Kunkel, as I believe you all know, is the Goodyear distributor in Bel Air, Md. and has most of Harford and part of Carroll Counties.

Yesterday and again today Brownie further pledged me that he was going through with the deal and he was beginning to feel rather happy that he was falling in line with the Sherwood plan and he seemed enthusiastic over the fact that he would be in line 100% and would receive additional cooperation from this department which heretofore he has not been receiving.

Contracts, however, have not been signed yet but I think you should know some of the details at this time.

Brownie has on hand approximately \$3,000.00 worth of

Firestone truck tires, most of which are in sizes which are very slow movers. It is imperative that he receive permission from Mr. Read, District Manager of Firestone, to return those tires to Firestone else he is stuck with them. Brownie owes Firestone some \$1,800.00 for merchandise delivered last month and he is withholding payment until the truck tire matter is settled. He has been trying to arrange a conference with Mr. Read but has been unsuccessful up to this date.

The reason he will not sign or prefers not to sign with Goodyear at the present moment is so that he can truthfully tell Mr. Read that he has not signed with any other company because he feels that that question may be asked when he requests an O.K. to return the truck tires. I think his reasoning in this respect is very sound.

Goodyear is not supposed to deliver any tires to Brown unless they have a signed written agreement with him and they cannot possibly give him his full discount as a distributor until the whole deal is okayed by Mr. Sheppard,

Goodyear's Division Manager in Atlanta, Ga.

3950 Brownie is completely out of the most popular size of passenger tires at this moment and, therefore, would like to have and has placed an order with me for 50—600 x 16 Goodyear tires.

Yesterday afternoon I suggested a way to work the deal out and Mr. Doolittle agreed to go along with me. My suggestion was to go ahead and ship Brownie the 50—600 x 16 Goodyear tires at regular contract dealer price and when the Firestone matter is squared away, we will date contract back and at that time reimburse him for all the discounts which he should rightfully have received before the contract was executed. We then immediately arranged with Mr. Burns, District Credit Manager, to extend a necessary amount of credit and this morning Brownie

okayed the whole deal—he has a complete understanding of it and seems to be very happy that he has made the move.

The tires will go forward to Brownie in the next day or two.

There is not much we can do now until Brownie gets straightened out with Firestone.

Any word of commendation which you may seep to Brownie in the interim will be most helpful and appreciated.

Fred. D. McCauley

McC:CK

# COMMISSION EXHIBIT NO. 435.

Mr. B. Lawson

c.c. Mr. DeHoff

Mr. Landon

Mr. Weller

Mr. Van Horn

February 19, 1948

# Report of Goodyear TBA Commissions by Agency .Territories

Total for year-1947

Agent :	Territory	Solume	Commission
E. W. Parsons	Berlin, Md.	\$ 13,410.00	8 1/2/1.00
H. H. Malone	Pumbridge, Md:	5,894.00	589.40
Thos. Bramble	· Chestertown, Md	5.897.00	583,70
J. R. Brown	Cockeysville, Md.	22,865,00	2.286.60
D. R. Fleming	Cumberland, Md.	2,036.00	203.60
G. D. Crouse	Denton, Md.	10,088.00	1.005.80
D. H. McMahon	Easton, Md.	10,552,00	1,055.20
J. M. McCool	Elkten, Mil.	19.584.00	E 1.938.40.
G. R. Shipley	Frederick, Md.	24,702.00	2,470.20
F. A. Welty	Hagerstown, Md.	19,605.00	1,960,50
D. R. Fleming	Hancock; Md.	8,176.00	817.00 G
C. C. Morgan	Havre de Grace, Md.	14,603.00	1,460.50
B., P. Simms .	La Plata, Md.	15,956.00	1.595.60
G. D. Armstrongs	Laytonsville, Md.	84,709.00	8,479,90
F. B. Parks -	- Chanedek, Va.		_
J. C. Lindsay	Malisbury, Md.	14,689.00	1,466.90
D. B. Fleming	Westminster, Md.	335.00	, 33,50
Total Age	nts	\$272,801.00	\$27,289,10
Distributors ~			
		100.00	40.00
	Snow Hills, Md.	463.00	48.30
Hill Brothers	Rock Hall, Md.	1,613.00	161.30
. Total Dist	tributors	2,096,00	209.60
Total Age	nts & Distributors	274,987.00	27,498,70
Percent to		Gra	37.70%
		C. C.	
Baltimore		459,016,00	45,286,50
Percent to	PTotal .	· · cols	62.22%

Grand Total

Fred D. McCauley

72 785,50

Felminny

3954

# COMMISSION EXHIBIT NO. 436.

Mr. B. Lawson

C.c. Mr. DeHoff Mr. Landon

Mr. Weller

Mr. Van Horn

# "Report of Goodyear TBA Commissions by Agency

Agent .	Territory		Volume	Commission
E. W. Parsons	Berlin, Md.	*	\$ 10,539.00	\$ 1,065.96
H. H. Malone	Cambridge, Md.	-	7,553.00	755.80
Thos. Bramble	Chestertown, Md.	. 2	1,813.00	181.80
R. Brown	Cockeysville, Md.	2323	33,583,00	3,352.80
D. R. Fleming	Cumberland, Mdx	3,	3,913.00	501.30
G. D. Crouse	Denton, Md.		16.582.00	1.686.20
D. H. McMahon	Easton, Md.	0	95,321.00	582.10
J. M. McCool . "	Elkton, Md.	5h -	12,596.00	1,259,60
G. R. Shipley	Frederick, Md.	3	20,881.00	2,055,10
F. A. Welty	Hagerstown, Md.		11,018.00	1.101.80
D. R. Fleming	Hancock, Md.		7,213.00	721.30
C. C. Morgan	Havre de Grace, Me	1.	15,525,00	
B. P. Simms	La Plata, Md.	.,	22,836.00	1,582.50
G. D. Armstrong	Laytonsville, Md.		66,317.00	2,283,50
F. B. Parks	Onancock, Va.			6,631.70
J. C. Lindsay	Salisbury, Md.		50.00	5.00
D. B. Fleming	Westminster, Md.		5,892.00	. 589.20
1-	L. W.		. 66.00	6.60
Total Age	nts		\$241,867.00	\$24,158,70
Distributors				
H. C. Searborough	Snow Hill Mr.	*	19	* * *
Hill Bros.	Snow Hill, Md.			
	Rocke Hall, Md.		4,991.00	499.10
1	1		-9-	-
Total Distr	ributore		4.004.00	165
Total Agen	its and Distributors		4,991.00	499.10
Percent to	Total		246,578.00	24,657.80
- creent to	Total .			33,91%
Baltimore	1			
	mana.	10.1	484,662.00	48,052.40
Percent to	Total			66.99%
Brand m.				3710
Grand Tota	u .		\$731,240.00	872,710-20

Fred D. McCauley

## COMMISSION EXHIBIT NO. 437.

April 30, 1948

Jackson Manufacturing Company 622 E. 3rd Street Kansas City 6, Missouri

#### Gentlemen:

Last week when I was in Akron, Ohio for the purpose of discussing store fixture planning, with the Goodyear Tire & Rubber Company, Mr. Vernon Jones who heads the Goodyear Store Planning Department brought up the subject of Jackson Standards and Shelf Brackets. He explained the many advantages to be had in using your style fixtures and so impressed me that I requested the catalog which he had in his files.

He was of the opinion that any Goodyear dealer or associate dealer could purchase your products at the lowest price. May I explain in this connection that we as a petroleum company are associated with the Goodyear Tire & Rubber Company, Incorporated to the extent that they supply our dealer stations with TBA merchandise. We have our own Store Planning Department which works very closely with the Goodyear Store Planning Department. I believe this will qualify us to receive the lowest price offered.

We are planning on using your type standards and brackets extensively in our future station store planning jobs, and it will be necessary for us to have certain information from you so that we may plan accordingly.

Will you please send us your price lists and catalog covering store equipment, designing and also the availability of the standards and brackets. We would also like to know the approximate time for delivery and whether f.o.b.

We will appreciate an early reply to this request as we have several jobs that we plan to use your equipment in planning the store setup.

Sincerely yours

Sherwood Brothers Incorporated
H. W. Van Horn
Merchandising Department

HWV

3958

COMMISSION EXHIBIT NO. 438.

Mr. John Sause c.c. Mr. Weller

September 23, 1947

Our lessees Mr. Donnelly, located on the Washington Blvd. called in to our Credit Department one day last week and requested permission to mount a set of Goodrich tires on a customer's can who had one of our Sherwood C.I.C. cards.

He was refused because, as you know, this is not the policy of our company. The only merchandise that is to be sold on open account to any of our charge card customers is Goodyear merchandise with exception of certain accessories.

Therefore, will you contact this lessee and go over the whole situation with him and let us know if we can be of help to you in having a Goodyear representative call in order to secure an original stock of Goodyear tires, tubes and batteries.

Fred D. McCauley

McC:CK

COMMISSION EXHIBIT NO. 439.

Weller

Sherwood Brothers Incorporated

10 Light Street
Baltimore 3, Md.

September 19, 1952

To: All Betholine-Sinclair Dealers
Authorized to Honor Credit Cards

Here is some real good news for you. It should help you increase your Goodyear tire and battery business.

Beginning October 1, 1952, you may sell New Goodyear passenger car tires, tubes and batteries on extended 30-60-90 day terms of payment, to holders of Sherwood and Sinclair unexpired credit cards.

Here is the procedure-please read carefully-

- 1—Confine such sales to New Goodyear passenger car tires, tubes and batteries mounted on the vehicle.
- 2—Prepare a separate charge ticket (Form SB-31) to cover each such sale. Do not include any other sales, such as gasoline or oil, on the same ticket. Insert, with red pencil, "30-60-90 Days" on the charge ticket in the space provided for "Order No." and be sure to show the license number.

3—It will be necessary that those instructions be followed precisely.

Expressing the hope that this will be of very material benefit to you—

Yours very sincerely,

G. R. DeHoff

Scles Manager

DoH:RK 650 9/52

c.c. All Sales Representatives and Others Concerned

# COMMISSION EXHIBIT NO. 440.

#### CIC-Sales

1952	m.
January	\$171,211.27
February	131,550.00;
March	154,621.09
April	165,200.64
May	145,073.87
June	180,546.76
July	158,783.43
August	159,988.56
September	181,945.97
October	164,995.51
November	175,954:31
December	152,732.74
	\$942,604.16

3962

# COMMISSION EXHIBIT NO. 441.

The Goodyear Tire & Rubber Company, Inc.
Mt. Royal & Oliver Sts.
Baltimore 17, Md.

August 23rd, 1948

Mr. Fred D McCauley Sherwood Brothers, Inc. Baltimore Trust Building Baltimore 3, Md.

# Dear Mac:

Both manufacturers of valve hardware, namely Schrader and Dill, have agreed to extend a special price on their merchandise to Petroleum Distributors and/or commission agents who operate in the tire business on a basis of 100% wholesale only.

This price classification is to be known as "Jobbers" price. It is at a level between the present "Wholesaler" price and the present dealer level.

The idea is that it will enable Petroleum distributors and agents to handle Schrader and Dill merchandise for resale to their service stations on a problem basis.

We have to have approval of Schrader and Dill before this price can be extended. Therefore, will you be so kind as to submit to me, as promptly as possible, a complete list of your distributors and agents who will fall in this, category and who operate within the boundaries of the Baltimore District of Goodyear.

As soon as I receive your list, I will request Akron and Schrader and Dill approval.

Very truly yours,

Butler Doolittle
District Manager

Butler Doolittle

Prices Subject to Change Without Notice

No Contract Valid Unless in Writing and Signed by Duly

Authorized Officers

#### COMMISSION EXHIBIT NO. 442.

Mr. Betler Beslittle Goodysar fire & Rubber Comp Ht. Royal Ave. & Cliver St. Daltimere -27,586.

Dear Brillers

In your letter to Mae on September 17, 1568 you request a complete list of agents and distributors for approval as jobbers on Schreder and Dill Valve Hardware.

The following list of names and addresses are those which we would like for you to approve as jobbors on Schreder and DILL Manne.

E. V. Parcons H. M. Malone mbridge, Md. T. H.M. Dr Cockeysville, J.R. Drown D. R. Flori. C. D. Groun D. H. Mckich orland, I John McCool

Hancock, Md. Havro de Grace Dardel & Fle C. C. Horgan B. F. Siens Fred bareske Salisbury, Mi. Vestminster, N Book Eall, Etc. D. L. Sharres D. B. Floming Hill Brothers

H. C. Searborough Proderick, lid. C. R. Stapley The correct fein of address for the above is therwood frothers Incorporate of the agent. The first of the fir

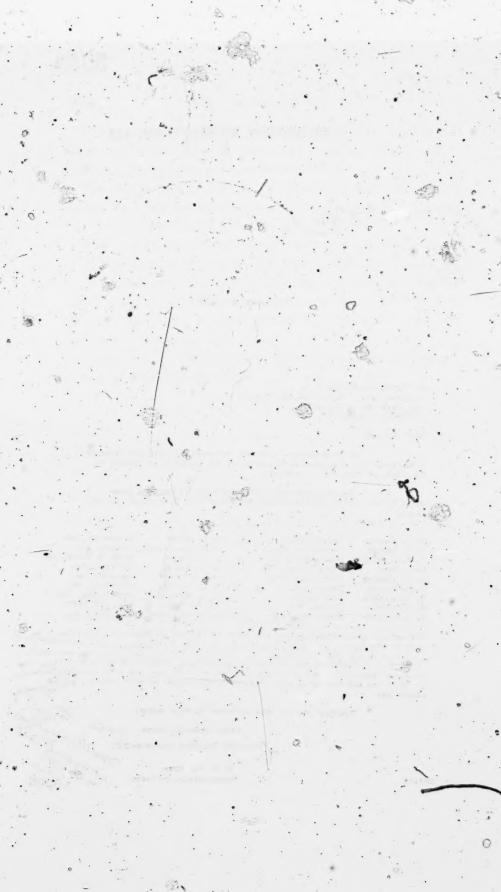
advise was

· Bunking you for you

SIEGOOD BEOBERS INCORPORATES

Y. A. Welty

H. V. Van Horn Merchandising Division



#### 3968 COMMISSION EXHIBIT NO. 443.

September 3, 1948

Mr. R. G. Crawford Store Planning & Display Dept. Goodyear Tire & Rubber Company, Inc. Akron 16, Ohio

Dear Mr. Crawford:

We are endeavoring to modernize as many of our dealer stores as possible this year. We feel that by careful study of the dealer's needs and with the use of Goodyear fixtures and hardware, we will be better able to give the dealer a more attractive and better merchandise stere thereby selling more Goodyear products and putting more money into the dealer's pocket.

In checking my work sheet, I find that 30 days or more have passed since orders for Goodyear fixtures and hardware have been written and from information received from you some time ago, I was under the impression that a 30 day period could be expected on shipments of fixtures.

We are interested in learning from you—the approximate shipping date on fixtures and hardware for the most pressing of these dealer store setups which are listed below;

Our Order 8/6/48 Wm. Dixon Aberdeen, Md. Our Order 8/6/48 S. Hahn Frederick, Md.

Our Order 7/30/48 Dunlap & Stallings Pasadena, Md.

Our Order 7/26/48 ° L. J. & Edward Balling Dundalk, Md.

Any information that you can give me regarding the shipment of the above dealers' orders for fixtures and hardware will be greatly appreciated as we are working

on a schedule for our store engineers and can plan for setup dates after hearing from you.

After checking with the suppliers, will you please advice me as to the shipping date, if already shipped, and the approximate date that shipments may be made in cases where there might be a delay.

Thanking you for your cooperation in this matter.

#### Yours very sincerely

Sherwood Brothers Incorporated H. W. Van Horn Merchandising Department

HWV:mt

3970

COMMISSION EXHIBIT NO. 444.

January 7, 1949

Mr. J. A. Nelson
Service & Equipment Dept.
Retail Stores Division
Goodyear Tire & Rubber Company, Inc.
Akron 16, Ohio

Dear Jim;

Within the next few months, we will be installing fixtures in stores of our new stations.

We will be using your equipment and will be purchasing same through our Purchasing Department, managed by Mr. G. L. Hughes. The prices to be used by him will be the same as shown on your latest price list sent to me during the month of December 1948. He will write you direct regarding the handling of this equipment and any cooperation shown him will be greatly appreciated.

On all future dealer installations, the deal will be handled . the same as before, shipping direct to the dealer and coordination of materials handled by myself.

Thanking you for your usual kind cooperation, I remain Sincerely yours

> Sherwood Brothers Incorporated H. W. Van Horn

> > Merchandising Division

HWV:mt c.c. Mr. McCauley Mr. Hughes

3972 COMMISSION EXHIBIT NO. 445.

Sherwood Brothers Incorporated
Baltimore Trust Building
Baltimore, Md.

August 9, 1949

To: All Betholine-Sinclair Dealers

A 1949 Custom Made Plan to Modernize Your Business

Do you know that our company has had more experience in the service station TBA business than any other petroleum company in this area? Through this experience we are able to provide our dealers with a store planning service that will modernize his business to provide:

(1) the most effective use of the dealer's floor space, (2) the proper display and association of his merchandise, and (3) the creation of new sales and profit making departments.

In these very competitive times, the alert and aggressive dealer should adjust himself and his business to take every possible advantage of his opportunities. With this custom-built service it is not necessary for you to go to the heavy expense of rebuilding the interior of your store. Our plan makes better use of your present floor space.

Here is all you have to do to join the many Betholine-Sinclair Dealers who have made use of this modernization plan and are showing better gross profits and still better, larger net profits:

- 1. Fill in the enclosed card and send it to our office in care of H. W. Van Horn, Merchandising Division.
- 2. One of our representatives will call upon you and go over the entire modernization plan with you, take measurements of your present store and give you a finished plan and estimate as to the cost of modernization. These plans will be made according to your needs, and every foot of space will be considered to make that space pay for itself in added sales opportunities.
  - 3. Having decided that you wish this modernization made, we will order out all necessary material and arrange to have one of our store engineers install the fixtures. He will also place, price and departmentalize; and when the job has been completed, you are ready to introduce to your customers a modern retail store.

No matter what size store you have, we believe that with this modernization plan we can help you to do a better job, make a more attractive place for your customers to shop, and give you what you want most of all—Increased Profits.

Don't delay mailing the attached card, for it means money in your pocket.

Sincerely yours,

Sherwood Brothers Incorporated

/s/ H. W. Van Horn

H. W. Van Horn

Merchandising Division

HWV:S 600 8-49

3974

# COMMISSION EXHIBIT NO. 446.

June 23, 1950

Mr. Van Horn Boss Anderson, Station #27 Keswick Road

Estimates for remodeling in preparation for the new store fixtures at subject location have been approved and it has also been decided to install a centralized oil burning unit. Both of these projects will be tied together.

Therefore, will you contact Mr. Anderson, explain the delay and use this quite sizeable expenditure to insure that we get as much T.B.A. business as possible from this dealer.

Will you also please give me an estimate of increased T.B.A. volume which you think the new store will accomplish.

Also, in the future, when submitting store modernization estimates, please attach memo with your forecast of increased T.B.A. volume.

Fred D. McCauley

FDM:H

3976 COMMISSION EXHIBIT NO. 447A.

June 19, 1946

Mrs. Mabel Harmon, General Manager Goodyear Tire & Rubber Co., Inc. Mt. Royal Ave. & Oliver St. Baltimore 17, Md.

#### Dear Mabel:

Attached please find a complete, exact and up to the minute, list of Sherwood dealers located in the metropolitan area of Baltimore, who would like to have advertising services as outlined, when the Goodyear identification truck reaches Baltimore.

I think it would be well to destroy the very crude and not so accurate list which I mailed you some week or two ago.

Many, many thanks for the kind remembrance you had a hand in sending me for Fathers Day and even though the guy rushing toward the bath with razor in hand was in a bigger hurry than I ever hope to be and is much better looking, I still love it. It's nice to be remembered; therefore, I appreciate the thought even more than the caricature.

·With kindest regards, I am

As ever yours

Sherwood Brothers Incorporated Fred D. McCauley

Manager, Tire & Mdse. Div.

FDMcC:C X Enc.

e.c. Mr. John D. Mann Mr. Van Horn

# 3978 COMMISSION EXHIBIT NO. 447B-E.

June 1946

List of Sherwood Dealers In Metropolitan Baltimore for Goodyear Identification Truck.

		nd Wincos Transpienc
Wm. R. Hinton-Timonium, Md.	x	x.
William Clerk-Old Annapolis &		
Nursery Rds., N. Linthicum, Md.	Z	x .
A. J. Buettner-Stoney Creek Rd.,		0
Riveria Beach, Md.	X	x
Charles Collison-110 Chesapeake		
Ave., Baltimore, Md.	x	* * * * * * * * * * * * * * * * * * * *
J. L. Pancoast-Eastport, Md. fat		3 - 2 - 3
end of bridge)	x	
E. Wheeler-Annapolis Ave. and		
Wash. Blvd., Baltimore, Md.	X .	-
John P. Brandt-8000 Liberty Rd.,		
Rockdale, Md.		
R. C. Wall-Frederick Rd., Ellicott	X	X
City, Md.		1
Ira E. Mather—925 Frederick Rd.,	X	X
Catonsville, Md.		
B. K. Barnes—Sykesville, Md.	X	Z
James C. Peeling—5100 Liberty	**	х .
Hwy Ave Poltimore Mil		
Hwy. Ave., Baltimore, Md. Leslie Childress—3800 Liberty	X	**
Hgts. Ave., Baltimore, Md.	X	
John Reikert—2600 Gwynns Falls		· An
Pkwy., Baltimore, Md.	X	
J. Norman Hobbs-4604 Edmond-		**
son Ave., Baltimore, Md.	X.	
Fred Ludwig-Frederick & Caton	<b>X</b>	
Aves., Baltimore, Md.	X.	
Fred Job-5010 Frederick Ave.,		
Baltimore, Md.	X .	

Metal Diamond Wincos

#### Transparencies Name and Address Sign Louis Vogelsang-Edmondson & Dutton Aves., Catonsville, Md. Addison Hodges-Ellicott City, Md. Marshall F. Sauter-By-Pass #40, nr. Rogers Ave., Ellicott City, Md. Wm. Eberhart-Windsor Mill Rd. & Forest Pk. Ave., BaltimoreMd., x Carl D. Smith—2110 Gwynn Oak Ave., Woodlawn, Md. X Sidney O. Marcus-West Friendship, Md. Clements Motors Co. Eldersburg, Md. 3980 (Illegible) Hoeltsel — Randallstown, Md. Sol. Zito-2100 W. Lexington St., Baltimore, Md. Harry E. Prior-2124 Edmondson Ave., Baltimore, Md. D. & J. C. Sause-Phila. Rd. & Fillwood Ave., Baltimore, Md. J. W. Sause—Fayette & East Sts., Baltimore, Md. George Becker-5601 E. Lombard St., Baltimore, Md. H. Soubert-Pulaski Hwy. & 64th St., Baltimore, Md. R. J. Papa—Fayette & Exeter Sts., Baltimore, Md. William King-Lombard & Broadway, Baltimore, Md. Chas. Rueffel—2026 Belair Rd., Baltimore, Md. C. R. Schumann-Belair & Kenwood Rds., Baltimore, Md.

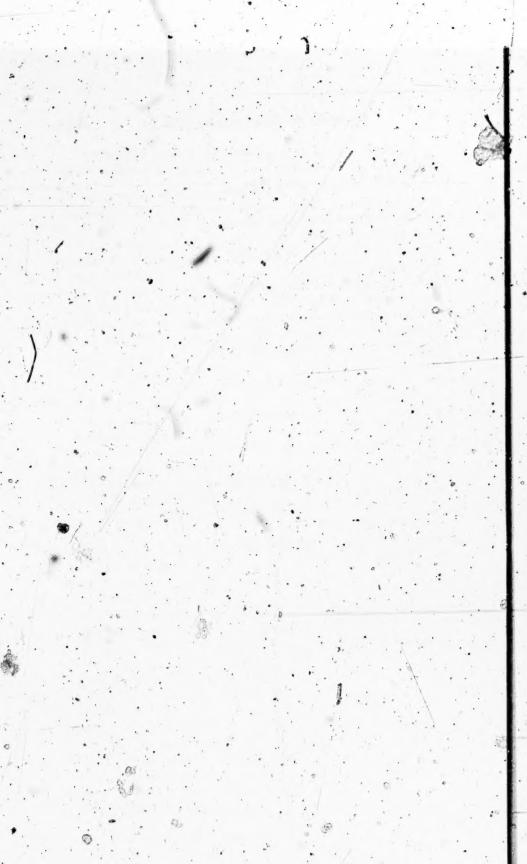
William Cardwell—Belair & Parkmont Rds., Baltimore, Md.

Name and Address	tal Diamond Wincos - Sign Transparencies
Everding & Mogg-7500 Belair Rd	l.,
Fullerton, Md.	Y .
Ed. Wittmer - Philadelphia	&
Ebenezer Rds., White Marsh, M	fd v
O. P. Kraft-Philadelphia & F	t.
O. P. Kraft—Philadelphia & F. Hoyle Rds., Edgewood, Md.	<b>x</b>
W. Sutton-York Road, Parkton	1.
Md.	
C. V. Bohn-1516 M. Regester St.	x x
Baltimore, Md.	
Hinton Bros York Rd., Timoni	X X
um, Md.	90
C. Wisson-Reisterstown Rd. &	X X
Irving Pl., Pikesville, Md.	
C. McComas—5727 Falls Rds., Bal	. <b>X</b>
timore, Md.	
	X .
M. Bowen—2244 Reisterstown Rd. Baltimore, Md.	,
TT T	X
Page Poltinger Mile & Falls	3
Rds., Baltimore, Md.	<b>X</b>
Herbert Elburn-4532 Falls Rd.,	
Bultimore, Md.	x .
3982 Fehrles Fruhling-Joppa, Mc	l. x x
Neil Moore—Belair, Md.	X
Ed. Goetz—Fallston, Md. H. Hefner—Bealir Rd., Raspeburg,	x x
H. Hefner-Bealir Rd., Raspeburg,	
Ma. o	*
Ed. Gale-Patterson Park Ave. &	
Gay St., Baltimore, Md.	T.
R. Haight-53rd & Barclay Sts.,	1.
Baltimore, Md.	X
J. Glorioso-York and Oakland	
Rds., Baltimore, Md.	X
J. B. McMasters-5316 York Rd.,	- V.
Baltimore, Md.	x
Myers Bros.—York Rd. & Belve-	
dere Ave., Baltimore, Md.	x t
F. Tasney-York Rd. & Willow	
Ave., Towson, Md.	4 1

	Diamond Wincos Sign Transparencies
A. Reitemeyer-Loch Raven Blvd.	
& Joppa Rd., Baltimore, Md.	X
B. Haber-25th & Loch. Raven	
Blvd., Baltimore, Md.	x x
George G. Fischer-9101 Harford	
Rd. Baltimore, Md.	X . X 6.
H. J. Nelson-Old Harford & Tay-	***
lor Ave., Baltimore; Md.	x x
Glenmore Motor Co 6418 Har-	•
ford Rd., Baltimore, Md.	x . x
Wm. V. Quinn-Harford & South-	
ern Rds., Baltimore, Md.	X X
J. H. Leggett-3514 Harford Rd.	. *
Baltimore, Md.	x
Frank Sudek-5509 Harford Rd.,	- 0
Baltimore, Md.	. x
Charles Hudgins-North Ave. &	
Charles St., Baltimore, Md.	X
J. Glendening-Homewood & Kirk	•
Ave., Baltimore, Md.	x —
H. F. Koenig-25th & Kirk, Balti-	
more, Md.	x · x
Al Notring-Guilford & Federal	
St., Baltimore, Md.	x x
Fay Brothers-Harford & 25th St.,	
Baltimore, Md.	x x
3984 George Bamford-North Pt.	
Road and Wise Ave., Balti-	
more, Md.	x x
P. W. Breeding-Key Highway &	
Jackson St., Baltimore, Md.	x o
S. P. Brown-Light & Hill Sts.	
Baltimore, Md.	Z.
Francis Dingle-Eastern Ave. &	
Carroll St., Baltimore, Md.	X·
S. Galicki-Wise Ave. & Pinewood	
Rds., Baltimore, Ma.	x x
C. W. Haetler Back River Neck	
Rd., Baltimore, Md.	x x
arange minimore, man	A

# Name and Address Metal Diamond · Wincos Sign Transparencies Hild-Frederick Mount

	0
J. A. Hild-Frederick & Mount	
Sts., Baltimore, Md.	$\sqrt{\mathbf{x}}$
Jones & Wekon-Hollins & Carey	
Sts., Baltimore, Md.	- 0
I Manshall Port & Whe	X
J. Marshall-Bank & Wolfe Sts.,	
Baltimore, Md.	X
D. A. McKenna-1501 Martin	
Blvd., Middle River, Md.	X
C. W. Napfel-Eastern Ave. &	
Caroline St., Baltimore, Md.	
Oscar Wortman-Sparrows Point,	· X
Md.	37
	X
John Wunder-Essex, Md., 601	
Eastern Ave.	X
Jos. Matusch-900 E. Fort Ave.,	
Baltimore, Md.	X.
John Stegman-Paca & Dover,	**
Baltimore, Md.	
Jones & Wilson-Hollins & Carey,	X
Baltimore, Md.	0
	X
Schumann Bros.—5924 Eastern	
Ave., Dundalk, Md.	X
Sehumann Bros Ast & Falls Rd.,	1
Baltimore, Md.	



# COMMISSION EXHIBIT NO. 448

	- 1		1	
REC	QUEST-	FOR		IDENTIF
		17		

# IDENTIFICATION TRUCK SERVICE

(APRIOTE)

This request should be made out only when you are notified by District that an identification stuck schedule has been combined and the services studied to the District. Complete associal service will see be available until the service studied and the service studied as a service service for the service studied as a service service to the service studied as the serv

Reistorstown & Garrison Rouw No.  Reistorstown & Garrison Rouw No.  Baltimore, Md	Design Breeks-Baf		Den 3-29-4	
Salesman    County	* If at	A Garri aca . Highway	Dings Bal	to.
DEALER Sells: LifeGuards   Goodyear Betteriles   Palm Tires   DEALER Sells: LifeGuards   Goodyear Betteriles   Palm Tires   DEALER Make car	Baltin	TO HE		
DEALER Scile: LifeGuards   Goodyear Batteriles   Parm Tires   DEALER Scale   Goodyear Batteriles   Parm Tires   DEALER Make car	City and 344			
DEFUN ACCOUNT Brand Ges	Parent Dealer	Address	State	00
Make car	TIRE DEALER	Scille: LifeGuards [] Goodyear Barner	iles 🖸   Farm Tires 🗍	
MENT DEALER Repressors  Co. Owned   Independent MCYCLE ACCT. Repressors  Sells Tiros   Sells LifeGuards  ERY DEALER ANICAL GOODS TRIBUTOR  Indicate any special instructions on back of this request.  ORT DEALER Indicate any special instructions on back of this request.  PAYMENT SALES  Dost dealer feature and want identification for Easy Poy Plan?  PPING   Check if dealer in primarily engaged in tire treading and repairing.  ACCOUNT (Has as Goodysat identification)  ACCOUNT (Has amporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	PETROLEUM ACCOUNT	T Breed Ges Co. Co. C	Operand   Leand   le	dependent
Sells Time Sells LifeGuards  ERY DEALER ANICAL GOODS TRIBUTOR  Indicate any special instructions on back of this request.  ORT DEALER Indicate cause of airport  PAYMENT SALES  Does dealer feature and want identification for Easy Poy Plan?  PHING  Check if dealer in primarily engaged in tire treading and repairing.  ACCOUNT (Has amporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	CAR DEALER	Make car	Selle Tires 🗆 Selle I	LifeGuards
ERY DEALER ANICAL GOODS TRIBUTOR    Indicate any special instructions on back of this request.  ORT DEALER   Indicate any special instructions on back of this request.  PAYMENT SALES   Does dealer feature and want identification for Easy Poy Plan?    Check if dealer is primarily engaged in tire treading and repairing.    1008	IMPLEMENT DEALER	Represson	Co Owned 🗆 In	qebeddent
ANICAL GOODS TRIBUTOR  Indicate any special instructions on back of this request.  PAYMENT SALES Does dealer feature and want identification for Easy Poy Plan?  PPING  Check if dealer in primarily engaged in tire treading and repairing.  ACCOUNT (Has as Goodyeat identification)  ACCOUNT (Has amporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	MOTORCYCLE ACCT.	Represes	Sella Tires O Sella I	LifeGuarda
PAYMENT SALES Does dealer feature and want identification for Easy Poy Plan?  PAYMENT SALES Does dealer feature and want identification for Easy Poy Plan?  PPING Check if dealer in primarily engaged in tire treading and repairing.  ACCOUNT (Has no Goodyest identification)  ACCOUNT (Has umporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	BATTERY DEALER	- Exclusive Goodyear?	Sell Beneries only?	. 6
PAYMENT SALES Does dealer feature and want identification for Easy Poy Plan?  Check if dealer in primarily engaged in tire treading and repairing.  ACCOUNT (Has no Goodyest identification)  ACCOUNT (Has umporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)				
ACCOUNT (Has as Goodyear identification)  ACCOUNT (Has assumption identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	MECHANICAL GOODS DISTRIBUTOR	☐ Indicase say special instructions on bed	k of drie request.	
ACCOUNT (Has as Goodyest identification)  ACCOUNT (Has amporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	MECHANICAL GOODS		k of this request.	
ACCOUNT (Has an Goodyeat identification)  ACCOUNT (Has amporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)	MECHANICAL GOODS DISTRIBUTOR	Jadicase cause of airport		
ACCOUNT (Has sumporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)  CONTRACTOR (Remove identification)	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER	ladicate name of airport.  Does dealer feature and want identification	For Easy Pay Plan?	
ACCOUNT (Has sumporary identification)  ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)  CONTRACTOR (Remove identification)	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER TIME PÄYMENT SALE	ladicate name of airport.  Does dealer feature and want identification	For Easy Pay Plan?	•
ACCOUNT (Identification to be improved)  ELLED ACCOUNT (Remove identification)  CONTROL OF ACCOUNT (Remove identification)	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER TIME PAYMENT SALE RECAPPING	Indicate name of airport.    Does dealer feature and want identification   Check if dealer is primarily engaged is	For Easy Pay Plan?	
ELLED ACCOUNT (Remove identification)	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER TIME PAYMENT SALE RECAPPING  NEW ACCOUNT (He	Check if dealer in primarily engaged in Goodyear identification	For Easy Pay Plan?	
COLUMN AND AND AND AND AND ADDRESS Shipments will be made direct to dealers who need identifica	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER TIME PAYMENT SALE RECAPPING  NEW ACCOUNT (He NEW ACCOUNT (He)	Sedicate name of airport.     Does dealer feature and want identification     Check if dealer is primarily engaged in	n tire treading and repairing.	
GENCY EDENTIFICATION for new accounts. Shipments will be made direct to dealers who need identifica-	MECHANICAL GOODS DISTRIBUTOR  AIRPORT DEALER TIME PAYMENT SALE RECAPPING  NEW ACCOUNT (He NEW ACCOUNT (He OLD ACCOUNT (Ident)	Indicate name of airport   Does dealer feature and want identification   Check if dealer is primarily engaged in   George   George	n tire treading and repairing.	
The RECUEST FOR DIRECT SHIPMENT OFFICE ASSAULT	MECHANICAL GOODS DISTRIBUTOR AIRPORT DEALER TIME PAYMENT SALE RECAPPING	Indicate name of airport.    Does dealer feature and want identification   Check if dealer is primarily engaged is	for Easy Pay Plan?	iries.
	MECHANICAL GOODS DISTRIBUTOR  AIRPORT DEALER TIME PÁYMENT SALE RECAPPING  NEW ACCOUNT (Has OLD ACCOUNT (Has CANCELLED ACCOUNT EMERGENCY SDENTIFF immediately, Use REQUE	Indicate name of airport	a for Easy Pay Plan?  In tire treading and repairing.  Assume the second	d identifica
so where direct shipment is made, advantaged representation of the public will include any improvement and revision that seems advantale, installation of wire areas, identification of service truck, exc.	MECHANICAL GOODS DISTRIBUTOR  AIRPORT DEALER TIME PAYMENT SALE RECAPPING  NEW ACCOUNT (His NEW ACCOUNT (His OLD ACCOUNT (His CANCELLED ACCOUNT EMERGENCY SDENTIFF immediately, Use REQUE Is case where direct she	Indicate name of airport  Does dealer feature and want identification  Check if dealer is primarily engaged is  constructed and identification and identification are identification as identification.  T' (Remove identification)  T' (Remove identification)  TOCATION for new accounts. Shipments will be ST-FOR DIRECT SHIPMENT order form improvement and refusion and refusion and refusion and refusion and refusion and refusion are improvement and refusion are improvement.	a for Easy Pay Plan?  In tire treading and repairing.  Assume the second	d identifica

District is to accumulate these reseases up to the date identification representative calls for district list. These interpretation apply saily when



3988

#### COMMISSION EXHIBIT NO. 449.

May 12, 1947

. "Doc" Allen

c.c. Mr. F. D. McCauley

On my way out to Ten Hills Saturday I drove by Franklin & Fulton and noticed a Lee Tire Sign attached to lubritory door frame. I'm sure I've seen this sign many times before but must say that it failed to register until Saturday. I think we should ask Elmer to have it removed because of our general policy in not allowing any signs to be attached to station buildings.

Roland DeHoff.

DeH:mt

3990 COMMISSION EXHIBIT NO. 450A-B.

August 25, 1952

Mr. Butler Doolittle
Goodyear Tire & Rubber Company, Inc.
Mt. Royal Ave. & Oliver St.
Baltimore 17, Md.

Dear Butler:

It was very nice of you to use your influence in having the identification truck in Baltimore recently to take care of our new and remodeled station identification needs and we sure appreciate it.

You may recall that it was mentioned some time ago that the new type of valance being used by the identification man on our station windows was not as effective as the Goodyear blue and gold valance and besides not liking the type of valance, I think it was mentioned that due to

our other stations having the regular Goodyear valance, this new type did not fit in with our set up.

A tour of stations was made recently by Messrs. John R. Sherwood and G. R. DeHoff and they noticed a change in the type of valance used and also felt that it was not what we wanted as it is our intention to make all of our stations uniform in regards to identification.

I would like to also point out that there is considerable replacement work to be done in the stations, where windows were broken and new ones replaced leaving the new window without a valance.

It is also a fact that most of our stations have exceptional high windows and in these cases it is necessary that the venetian blind valance be used with the regular border to make the installation more attractive. I understood from John Mann that the identification man working here recently did not carry any of the Goodyear blue and gold type valance and the venetian blind valance was not carried in the line.

Here is a summary of what we would like to have and will appreciate your efforts in obtaining same from your Identification Department.

- 1. We want only the Goodyear blue and gold type valance on All our station windows.
  - 2. We want the venetian blind effect where needed, on the high windows.
- 3992 3. We particularly would like to have the identification truck here to finish identifying stations as per list given you the first of the year and to replace the new green and white valances that were installed on the windows at several stations recently.

Won't you please do your very best to have the requests handled. We would like to work toward a date of September 15, to have the identification truck and man here to complete the work.

On your reply, or better still, if you will send me an extra copy I will pass it on to Mr. DeHoff for his information.

· Thanks again for your usual swell cooperation:

Sincerely yours, J

Sherwood Brothers Incorporated H. W. Van Horn,

Manager, T.B.A.

HWV:mt

c.c. Messrs. DeHoff
McCauley

3994 COMMISSION EXHIBIT NO. 451 A-B.

January 6, 1950

Mr. W. S. Martel, Mgr., Automotive Jobber Sales Division Goodyear Tire & Rubber Company, Inc. Akron, Ohio

Dear Mr. Martel:

My very best wishes to you for a very Happy and Successful New Year.

You, and through you, your representative, Mr. E. A. Robinson, have done much to make ours happy and successful. For years we have sincerely, and with enthusiam, tried to sell Goodyear automotive merchandise to our dealers and for years our results have not been commensurate with the effort because something has been lacking. I think a fit simile would be that we have been kidding ourselves and I might say, trying to move the immovable object. You and your faithful assistant have now supplied the ingredients in the formula for successful selling of your products and we are sincerely thankful.

No doubt, you have heard by now of the many, many dealers that have been converted 100% from Gates, American Brake Block, Dayton, etc. to Goodyear. I am sure it would delight you to visit us and inspect some of our lubritories with their 100% display of Goodyear fan belts, straight and curved radiator hose. I assure you that quite a transformation has been accomplished.

Your new policy of local distribution has been most successful and you are on solid ground in promoting similar distribution over the country. We have felt for many years that this was the answer to the Car and Home Merchandise sales problem and we have urged the Goodyear Company to establish a general Car and Home warehouse here in Baltimore. They agreed some years ago to do just this, but since the time they committed themselves to this move, there has been a lot of equivocation and we do not have the warehouse for local distribution. That leaves us in the almost untenable position of trying to move the mountain with a pitchfork. It just does not work, and I fear that our overall Car and Home Merchandise business will eventually be lost to competitors who can better serve our dealers.

I want to particularly thank you for sending your Mr. R. A. Robinson to take over the direction of the establishment and promotion of this deal. You could not have picked a better man. Ed is well liked by every salesman, merchandiser and supervisor in the Sherwood organization and the same is true with all of the Brooks-Huff Tire Company. He has a personality that is hard to beat. This may be exemplified by the close association and friendship he has built up with us in the short period he has been associated with us. He knows the features of

his product, he knows how to present his proposition 3996 well and he is a tireless worker. We think he is a great fellow and a fine salesman and that applies also to the many, many dealers whom he has personally contacted here in Baltimore. You know people are fast to criticize but slow to praise, but I have always felt that praise should be given where and when due, so once again thank you for sending Ed to us to do the job, because we know Ed had done it in a magnificent manner.

We are considering in the back of our heads a big dealer meeting, which if held would probably be within the next three or four weeks and if we go through with this plan, I think it would be appropriate for you to take part in the meeting. We would be most happy to have you talk to our dealer group and as plans develop, I will so advise.

Once again, let me thank you and Ed for the fine work you have done—we appreciate it—and we want you to know it.

With kindest regards, I am

Sincerely yours,

Sherwood Brothers Incorporated Fred D. McCauley

> Manager — Merchandising Division

FDM:mt

c.c. Mr. E. A. Robinson .

14 Parsons Street .

Harrison, New York

Mr. John Mann-Goodyear-Baltimore, Md.

Mr. G. R. DeHoff-Sherwood-Baltimore, Md.

#### 998 COMMISSION EXHIBIT NO. 452 A-B.

January 2, 1948

Mr. John Leimbach

e.c. Mr. Cottman Mr. Weller Mr. Van Horn

Developing Store at Charles Hudgins

North Ave. & Charles St. Baltimore, Md.

You exemplified the correct attitude when you promoted the development of the store to Mr. Hudgins.

We would like for you to now take over the assignment of actually bringing this matter to a head.

We all are of the opinion that this location should have one of the most completely stocked stores in the whole State of Maryland. It is one of our topflight stations located at one of the busiest intersections in the City of Baltimore and it is embarrassing to the point of being ridiculous when we are forced to steer interested visitors away from this, one of our best locations because of the lack of store facilities and merchandise. Personally, I feel that if Western Auto can install a store in the middle of the lot south of our station location and Goodrich Rubber Co. can do the business they do at Charles & Oliver Sts., it is all the more reason why we should actually be ashamed of our setup here.

I honestly believe that a smart merchandiser (not necessarily Hebrew), if given this location even with its present facilities, he would do a bangup volume.

Personally, I feel that Charlie Hudgins has the capability for doing an outstanding job here but he needs to be sold. It might be well to get him in the car and take him to Porter's and even Rennie's in Glenn Burnie as well as possibly Fayette Filling Station in east Baltimore.

We are not thinking now in terms of a complete new store using the new Goodyear Standard fixtures, but what we think should be done at this time is for Charlie to spend possibly \$200.00 for additional center tables and possibly \$2,000.00 for additional lines of merchandise.

We have proved conclusively many, many times that it takes mass display to sell merchandise and this is what Charlie has not done.

Your responsibility is to sell Charlie on this plan up to the point of getting a commitment from him and then calling on Van Horn for any help needed.

4000 It may develop that Charlie will want a commitment from us concerning his station lease. If this matter comes up, you can tell him point blank that we will make no such commitment, however, as long as he does the right thing and cooperates in operating the station as it should be operated, he need have no fear concerning his lease. On the other hand, if anything should happen he will always receive dollar for dollar for the merchandise purchased and the same applies to equipment less a small depreciation.

Go to it and I know you will be successful.

Fred D. McCauley

McC:CK

4002

#### COMMISSION EXHIBIT NO. 453.

February 23, 1948-

Mr. Charles H. Hudgins
Betholine-Sinclair Service Station
Charles St. & North Ave.
Baltimore, Md.

Dear Charlie:

Please make arrangements to meet with us in our Merchandising Office, 1444 Baltimore Trust Building, on Thursday, February 26, at 9:00 a.m. to discuss your Lease and Dollar Sales Agreement which expires March 31, 1948.

Sincerely yours,

Sherwood Brothers Incorporated Fred D. McCauley, Mgr.

McC:CK

Merchandising Div.

c.c. Messrs. Leimbach Cottman Weller

4004

#### COMMISSION EXHIBIT NO. 454.

February 29, 1948

Mr. Charles H. Hudgins Betholine-Sinclair Service Station Worth Avenue & Charles Street Baltimore 18, Maryland

Dear Charlie:

Yesterday's meeting in the Conference Room was beneficial because we both had an opportunity to present our problems to each other and make definite plans for the future. It is always well when one can understand and appreciate the other fellows problems and point of view,

and then in a cooperative spirit, make plans which will be mutually beneficial.

The important items which you stated you would get started right away are as follows:

- 1. Get your present low oil ratio of 1.6 up to a minimum of 2% by training and directing year service station salesman to get under the hood, where possible, without asking the customer's permission, and endeavoring to sell more oil changes.
- 2. Personally train all new men as well as certain old men to give proper Betholine-Sinclair service, including the selling features of all Sherwood products.
- 3. Provide adequate fixtures and a generous supply of merchandise for resale in the store space to be commensurate with the other physical facilities and reputation of this station. We believe a large, modern, streamlined tire display, coupled with a tire sales course of instruction, would insure a large volume of tire business.
- 4. More personal service by you. People like to meet and talk to the boss; therefore, whenever possible, you should try to greet your customers personally, and direct the personnel on the driveways.

4006 You displayed a fine cooperative spirit yesterday, Charlie, and I feel sure that by working together, we can accomplish a lot more than we are doing right now.

Yours very sincerely.

Sherwood Brothers Incorporated Fred D. McCauley,

Manager Merchandising Division

FDM:me

# COMMISSION EXHIBIT NO. 455.

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2 1 1	my to say a	M monday	at no word	the weet haire of	William we been ground
INTER-OFFICE MEMORANDUM	hed to 40	y he told	o wet raised	Just time you	gounated)
To Plue	Filled to Hong to say and mo	Muchinal	To hear hu	please the	# (He mely ay

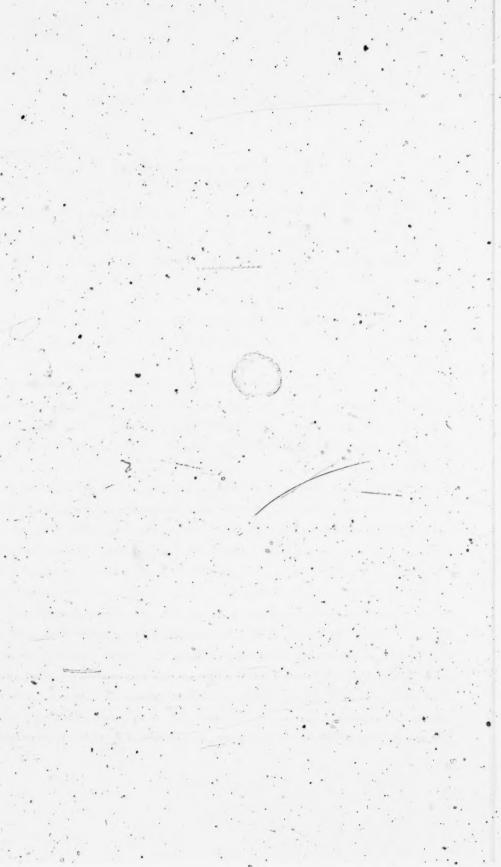


# COMMISSION EXIHBIT NO. 456A-B.

IN PROFFICE COMMUNICATION

Wim F King # 50 witered to Mulading Light. endition at the afore brother, I would like to say fact that Even Hong & et on not appoint, who fire treat some , warm "complete line " "complete line " Suring the frest ten months of 1947, the only Sordyme product being weekend by thing was true; and as your as I was able to determine he was purchasing all of sie, 100 requirements locally-the the large stood of Data lette, Each and Morein batteries.

Since being enigned to the above account on Systember I have ground but two orders for evening of my sign; one February 1948 for your stelly " 300, - / 190, - deland) I rely only To well that there meager results are for from buy salight to son the least but a de feel that we are muching progress. I Shi dealer had several rather weak objections being timed telled it his about his store amongement and incombandone set in He fiel and main offetion wer that the had betoutopleme went taking up to much of her you the - swortly that he felt oldigated & local jother for their service to his on soid to med ingition or accession from the Sing on Working



INCER-OFFICE COMMUNICATION

#2

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#### COMMISSION EXHIBIT NO. 457.

#### DEALER TEA SURVEY

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4.	Why docs dealer	prefer?_				
B.	What can we do to	get this	business? -	11.	1. 1.7	21
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Fa.	Belts G.T	MAGE	lace :	WEY	1	
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Ra Bo	Belts G.T	MOS.	lace :		1	
Ra Bo	d. Hose V	MANG.	lace :			
Ra Bo Sp	d. Hose V	MANS.	lace :		•	
Ra Bo Sp O1	t. Cables / ark Plugs / Tue  1 Filters Fall per Blades, Arms	MANS.	INCE S			0
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Ran Boo Sp Oi Wi Cl Ran	d. Hose  t. Cables  ark Plugs  Pilters  Filters  per Blades, Arms  eaner & Polish	Teleo	Note:	Wag s		

#### 4016 COMMISSION EXHIBIT NO. 458.

April 25, 1952

Mr. D. A. Hilleary, Special Representative Mechanical Goods Division 2750 N. Broad Street Philadelphia 32, Pa.

Dear Mr. Hilleary:

Some time ago we requested your help in changing over sleeves on fan belts and radiator hose at Harry Stat's in Newark, Delaware. You gave us such swell cooperation in handling the request that we have another one for you.

We have installed a new dealer, Mr. Sam Kirk in our S. S. #827, located on the south side of U. S. Hwy. #40, east of Md. Hwy. #7 Elkton, Md. He has brought over to the station a large stock of competitive fan belts and radiator hose which should be changed over to Goodyear sleeves and labels.

At your earliest convenience, it will be greatly appreciated if you will call on this man and give him the same going over on his stock as you did at Harry Stat's in Newark, Delaware and advise me when it has been completed. He will give you the cooperation eccessary for completing the job.

Thanking you again for your swell assistance and cooperation, I remain

Very truly yours,
Sherwood Brothers Incorporated
H. W. Van Horn
Manager TBA.

#### 4018 COMMISSION EXHIBIT NO. 459.

June 3, 1952

Mr. Jurgens

cc: Mr. Hall

Mr. DeHoff

J. Norman Hobbs. #47

4607 Edmondson Avenue

You will note the attached memorandum from our territory representative Mr. Bowman that Mr. Hobbs has made another request for 9,000 gallons of gasoline to the amount of \$2,190 to be paid back at the rate of .01 per gallon on all future deliveries of gasoline. A demand note would be signed by J. Norman-Hobbs and his wife Lena B. to substantiate this indebtedness. Some months back we gave Mr. Hobbs the same deal as requested here and he paid off the obligation promptly. He wants to use this money to increase his inventory of merchandise particularly in tires, anti-freeze and other Goodyear merchandise. I recommend to go along with him on this request.

Yours truly,

Harry J. Weller

HJW:kw

4020 COMMISSION EXHIBIT NO. 460.

Therwood Brothers Inc. Purchases

# Commission, Resale and Own Consumption

### December and January 1 to December 31, 1944

	Dece	mber 1944		ry 1 through ber 31, 1944
	Volume	Commission	Volume	Commission
Commission New Tires & Tubes Recaps & Used Tires Batteries Car & Home Supplies Total Own Consumption	\$5.420 0 3.276 0 \$8,696	\$542.00 0 327.60 0 \$869.60	\$243,921 1,856 37,455 933 \$284,165	\$24,392.10 185,60 3,745,50 93,30 \$28,416.50
New Tires & Tubes	0 .	0	351	0
Grand Total Sherwood Bros.	\$8,696	\$869.60	\$284,516	\$28,416,50

Note:—Current Month Purchases are Independent Dealers—December 1944—Not Included in the Previous December Report

#### 4021 COMMISSION-EXHIBIT NO. 461A.

December 12, 1945

Mr. John R. Sherwood

c.c. Mr. DeHoff Mr. Cottman Mr. Johnson

In answer to Mr. Beddingfield's request for Sherwood Brothers' sales in the year 1944 and 1945 of Goodyear products, I am attaching to this memo a complete breakdown of sales in 1945, as well as the total volume of sales in 1944 by departments.

Mr. Beddingfield states in his letter that his Home Office Merchandising Department is interested in seeing a record of the Sherwood Brothers' sales of tires and batteries for the year 1944 and the year 1945. However, I am giving you sales of all departments, leaving to your judgment just what figures you should use.

I just hope that these fellows in New York do not set up a howl loud enough to be heard here and reflect in our Goodyear supply picture.

FDM:S

Fred D. McCauley

4023 COMMISSION EXHIBIT NO. 461B.

Sherwood Bros. Inc. Bonusable Volume & Commissione Earned On Goodyear Products Sold to Dealers & Agents 1944

#### 4025 COMMISSION EXHIBIT NO. 461C.

Sherwood Brothers Incorporated Bonusable Volume and Commissions Earned On Goodyear Products Sold to Dealers & Agents—1945

1045	Tires & *Tubes	Recups & Used Tires	Batteries	C & N Mer chandise	- Total Volume	Com- mission
Jan.	8 20,427.	8 6.	\$ 1,882.	. 4	\$ 22,315.	8 2,231.50
Feb	16,862.	73.	287.	\$ 2,864.	20.086.	1,986.65
Mar.	51,871.	60.	1,609.	3.877.	57,417.	5,735.70
Apr.	34,709,	98.	1.482.	1.638.	37,927	3,791.75
May	20.220	98	1,173.	4.867.	36,456.	3,551.80
Inno "	21 197	156 155.	2.501.	3.108.	36,961.	3,692,45
July	24,200. 3	2.786	1.275.	980.	№ 29,211.	2,917.25
Aug. 40,	30,700.	777.	2,336.	1.591.	in on tim.	3,547.90
Sept. 30,	34.694.	1.348.	1.176.	1,422.	φ 38,640.	3,867.40
Oct.	30,022.	4.853.	962.	3,092.	38,929.	3,881.15
Nov.	37.058.	2,649.	2,528.	4.136.	46,371.	4,620.00
Total 11 Mos.	\$342;139.	\$12,861.	\$17,211.	\$27,575.	\$399,786.	\$39,818,55

Based on average monthly volume of \$36,344 our total volume in 1945 should exceed \$436,000.

All tire and battery sales are calculated at Contract Dealer or less.

Fred D. McCauley

FDM:mt

#### 4027 COMMISSION EXHIBIT NO. 462.

# Sherwood Brothers Inc. Purchaser . Commission Resale and Own Consumption December and January 1 to December 31, 1945

		Dec	ember 1	945		1 through er 31, 1945
		Volume	Com	mission	Volume .	*Commission
Commission					,21,357	1
New Tires & Tubes Recapped & Repaired	10%	<b>\$36,699</b> 205	*	3,669.90 20.50	\$380.611 13.072	\$38,061.10 1,307.20
Tires	10%	4, 146		414.60	21,350	2.135,70
Batteries	10%	17		85	3.218	160.90
Car & Home Supplies	5%	5,584		558.40	29.952	2.995.20
	10%	17		.85	3,218	. 160.90
Total	5%	46,634	4	.663.40	444,992	44,499.20
Together	10%	\$46,651	84	.664.25	8448,210	\$44,660.10
		-	,	4		
Resale		0		0 1	0 .	. 0
	1 15		1.			, .
Own Consumption		U		9		
New Tires - Tubes	0	\$ 92	. 8	•	\$ 2.456	\$ 0
Recapped & Repaired	Tires	0 .		0 ,	113	0
· Batteries		0		0	33	0 .
Car & Home Supplies		/ 0		0	79	0
Total	•	92	\$4	.664.25	2,681	. 0
Grand Total Sherwood Br	08.	\$46,743			\$450,891	\$44,660.10

#### 4028 COMMISSION EXHIBIT NO, 463A-B.

March 13, 1946

Mr. T. J. Beddingfield Sinclair Refining Company New York, N. Y.

Dear Mr. Beddingfield:

Subject: Sherwood TBA Program

I am very glad to be able to give you our total figures of busings done with the Goodyear people for the year 1945. The dollar volume is as follows:

Tires and Tubes	. 4	393,683
Batteries		21,357
Car & home merchandise		33,170

Total

\$448,210

On this volume Goodyear paid us a commission of \$44,660.10. Personally I think that this is a perfectly grand record considering the drastic shortage of merchandise. I am sure that this fine record could not have been accomplished without the enthusiastic and efficient leadership and administration of our Mr. Fred McCauley. Under his leadership we were able to do not only this nice volume of business, but we were also successful in laying considerable ground work for capitalizing on the TBA activity in the future. New dealers have been signed up, orders for stores and store fixtures have been taken, and we have established 12 or 13 dealers who will handle major appliances.

A new program was organized late in 1945 whereby our salesmen would be facilitated in doing a better job in the sale and follow up of car and home merchandise. This

program has already produced excellent results thus far in 1946. Our problem, of course, is the universal one of encountering difficulty in getting merchandise.

I do feel that great progress has been made and that we can look forward with confidence to a most successful business in our entire TBA undertaking.

I think we might consider that the commissions earned indicated above are practically entirely net, because the expenses that might be charged against the earning of these commissions are practically nil inasmuch as we have always carried on a merchandising assistance program

with our dealers. Of course we must recognize too 4030 that the dealers made a substantial profit on this

volume, all of which is reflected in the quality of our dealers and their operations and financially their ability to pay us satisfactory rentals for our stations. I amounded very much pleased with this program.

Very truly yours,

Sherwood Brothers Incorporated

John R. Sherwood

Vice President.

·JRS:W

# 4032 COMMISSION EXHIBIT NO. 464.

# Sherwood Brothers Inc. Purchases Commission, Resale and Own Consumption December and January 1 to December 31, 1946.

		December 1946		January 1, through December 31, 1946	
	- •	Volume	Commission	Volume	Commission
Commission	. 1				
New Tires & Tubes Recapped & Repaired	10%	\$65.361	\$6,536.10	\$541,881	\$54.188.10
Tires	10%	3	,30	1:471	147.10
Batteries Only	10%	1:104	110.40	16.844	1.684.40
· Car & Home Supplies.				4 .	,
Etc.	. 5%	1.221	61.05	3,803	190.15
	10%	17,943	1.794.30	103,096	10,309,60
Total	5%	1,221	61.05	3,803	190,15
	10%	84,411	8:441.10	663,292	66,329.20
Together	3	85,632	8,502,15	667,095	66,519,35
	7.	:	,	- A-	
Resale	.*	. ()	0	0	0
Own Consumption	1				
New Tires & Tubes		8 321	8 0	\$ 11,056	. s
Recapped & Repaired	Tires	• 0	0	0	0
Batteries Only		0	0	0	0
Car & Home Supplies.	Ete:	17	6	1.384	.0 .
. Total		338	0 : 5	12,440	. 0
Grand Total Sherwood B	ros.	\$85,970	\$8,502.15	\$679,535	\$66,519,35

#### 4033 COMMISSION EXHIBIT NO. 465A-B.

Copy for Mr. Fred McCauley

January 7, 1947

Mr. R. S. Wilson, Vice President Goodyear Tire and Rubber Company Akron, Ohio

#### Dear Mr. Wilson:

Nineteen Forty Six slipped away without my having had an opportunity to see you, and I hope that that will not recur in 1947; however as we enter the New Year I thought I would drop you a few lines to let you know how our business is developing with Goodyear.

As you know, in late 1944 we took over all of the Sinclair business in the State of Maryland and transferred to Sinclair our business in Washington, D. C. We now have a rather nice distribution picture in Maryland, and we are trying hard to improve it all the time, yet we already have an organization which in my opinion can do a very outstanding job on Goodyear products if we get the merchandise.

In 1946 we did just about \$600,000 worth of business with Goodyear, of which \$100,000 was in car and home merchandise. In order to produce the \$100,000 in deliveries we took orders totaling about \$175,000. We received nowhere near the number of tires that we were able to sell; nor were we supplied with anything like our requirements of batteries. In other words, there are still a great many foreign tires and batteries being sold to our dealer outlets. If we can convert that business alone we will materially increase our volume. The same is true of car and home merchandise, a great deal of which is being supplied to our dealers by local jobbers, who not only have

the merchandise but who are able to give better delivery service, due to our lack of a warehouse in Baltimore. I hope that that too will be corrected.

We have set as our goal with Goodyear for 1947 the amount of \$1,000,000.00, of which we expect \$200,000 to be in car and home merchandise, and I am hoping for at least a \$2,000,000 business in 1950. Personally I believe it can be done and our organization is right with me.

We have separated our TBA Department from the rest of our sales organization. They are specializing in this work. We have taken on additional salesmen, and have put ourselves in position to hit this thing hard on our firm belief that now is the time to really get in there and fight, and build a foundation for this business in the future. If we do not take advantage of the opportunity to build our cornerstones now, we may suffer for years and years

to come, and that would be most unfortunate.

plies of merchandise, but in our organization you have really a laboratory case, which I honestly feel deserves special consideration. The work we are doing has been, and should continue to be, of great value in your development of your business with Sinclair. We can be of great value in this by setting an example of what can be done. To aid us in all this I sincerely hope that you will do everything in your power to help us secure merchandise and services during 1947. We are in this game with both sleeves rolled up. I hope you will get into it with us in the same spirit. Just do all you possibly can and we will do our best on this end of the line.

With every good wish for the New Year, during which I hope many of our problems will be ironed out, I am-

Yours sincerely,

Sherwood Brothers Incorporated

Vice President.

JRS:W

# 4037 COMMISSION EXHIBIT NO. 466.

#### Sherwood Brothers Inc. Purchases

## Commission, Resale and Own Consumption December and January 1 Thru December 31, 1947

		December 1947				December 31, 19		
-1-4-1-1-1-1-1-1-1		Volume	. (	Commission	/	Volume	Commi	ssion
Commission .	1.1.	44,743	-	/		1		
New Tires & Tubes	10%	\$11,710		\$4,474.30		\$463,273	\$46,32	27.30
Recapped & Repaired		224	. /	. 22,40	0	1.125	. 11	2.50
Tires	10%	6,906	1	690,60	2 .	47,368	4,73	86.80
Batteries Only	10%	514	•	25.70		12,302	. 61	5.10
Car & Home Supplies	5%	17,221		1,722,10		209,935	20.99	3,50
	10%	514		25.70		12,302	61	5.10
Total	15%	69,094	*.	6,909,40		721,701	72,17	0.10
Together	10%	69,608		6,935.10		734,003	72,78	5.20
				. *				
1						America		
Resale		. 0.		0		. 0	- 0	
. /								
Own Consimption		4					4.	7
New Tires & Tubes		. 1922		. 0		9,751	0	
Batteries Only		0	.,	0 .	0.	0	43	
Car & Home Supplies.	Fite.	174		0		1,019	. 0	)
Total o		1,106		0,		10,770	0	
Grand Total Sherwood Br	08.	\$70,714	.*	86,935,10.	1	\$744,773	.\$72,78	5.20
Grand Abiai Sherwood Di	Udi	610,117	-	Ç0,enn, 10.	-	Q. 73.110	.014,10	20

Note: Beginning with July 1947, all current mouth's and year to date portion of dollar sales thereafter are "net" as involved.

4038

#### COMMISSION EXHIBIT NO. 467.

October 16, 1947

Mr. DeHoff

c.c. Mr. Weller
Mr. Cottman
Mr. Van Horn
Mr. Landon

Yesterday morning we had a conference at Goodyear with Mr. Doolittle to discuss the contents of the letter I' wrote him some two weeks ago which concerned our tire and tube volume this year as compared with last. I pointed out that up until September 21, our tire and tube volume was 21.62% less than for the same period in 1946, the decrease in volume being some \$60,000.00.

We had an excellent month in September and were able to decrease the percentage of decline over last year to 11%. The volume decline up until October 1 was decreased to some \$42,000.00 instead of the \$60,000.00 figure which obtained as of September 1.

Facts developed at this conference were as follows: The greater portion of our decline was traced to two large accounts; namely, Brooks-Huff Tire Company and Armstrong in Laytonsville. Brooks-Huff has shown a decline this year over last year of 21% while Armstrong's decline has been 24%. The total Goodyear Baltimore District's decline for tire and tube volume this year over last year as ascertained by authentic figures which were shown to us is 32%. In the face of the Baltimore District decline of 32% and with the knowledge that the greater proportion of Brooks-Huff Tire Co. and Armstrong's decline is due largely to truck tire sales, our decline of 11% denotes that we are making progress even though we are still in the red in this department.

We will have to produce a tire volume of \$206,000.00 during the remaining quarter of this year to equal last year's volume. Ways and means were discussed as to how to get this volume in the last quarter. Mr. Doolittle has committed himself to doing everything humanly possible to aid us in reaching our minimum quota for tire and tube sales. Things are being done right now to insure our reaching this volume.

I know you will be interested in knowing that even though we are in the red in the Tire & Tube Department as of October 1, our total volume was \$67,681.00 above the same period for last year.

Fred D. McCauley

McC:CK

### 4040 · COMMISSION EXHIBIT NO. 468.

January 26, 1951

Mr. G. R. DeHoff

e.e. Mr. J. R. Sherwood

Mr. C. D. Cottman

Mr. H. J. Weller .

Mr. H. L. Landon

Mr. H. W. Van Horn

## TBA Progress Reportfor December 1950

	December/				Year to Date.			
. 10/ 3	1949	1950	% +or-		1949 .	1950	% +or-	
Tires & Tubes	\$43,159	\$34,073.	21.05%	9	\$388,428	\$462,130	18.97%	
Batteries.	10.130	12,448	22.88%		48,338	62,314	28.91%	
Car & Home	9,387	10,632	13.26%		111,518	99,902	10.42%	
	\$62,676	57,153	8.81%		\$548,284	\$624,346	13.87%	
TBA			*	-		•	1	
Baltimore	\$51,051	44,437	12.96%		\$413,355	\$469,245	13.52%	
All Other Terr.	11,625	12,716	9.38%		134,929		14.95%	

Fred D. McCauley

## 4042 COMMISSION EXHIBIT NO. 469.

## Total TBA Volume Sold to Betholine-Sinclair Dealers On Which We Receive Commission

	1951		1952
Jan.	52493		19281
Feb.	44962		73186
Mar.	50736		.39186
Apr.	39439		54157
May	65653		61922
June	52621		89792
July	59345	*	78792
Aug	56220		87680
Sept.	O 72630		82736
Oct.	69016		62125
Nov.	45260		65013
Dec:	62918		70762
Totals:	671293	•	784632



4044

## COMMISSION EXHIBIT NO. 470.

Sherwood Brothers, Inc.

Sales by Goodyear Districts January 1, 1952 Thru December 31, 1952

## Commission Sales

	New Tires and Tubes					
	Excludes Marathon Truck	Pneu. Truck T&T <sup>1</sup>	Batteries (Excl Res) &:Cables	Resol. Batt.	Supp. Etc.	Total
Baltimore Philadelphia Pittsburgh	542,215 1,564 3,792	72.824 0 297	64,915 191 0	16,309 0 0	152,021 666 2,959	775,460 2,421 6,751
Total	547,571	73,121	65,106	16,309	155,646	784,632
5		• Own	Consumptio	n		
Baltimore	13,685	13,685	39	. 0	0.	13,724
Grand Total	561 260	86.806	65 145	16.309	155.780	798 494

1. Included in New Tires & Tubes.

Statistics Division
Sales Accounting Dept.

Issued 2-13-53

## 4047 COMMISSION EXHIBIT NO. 472.

This Agreement, made this ......day of.

## Sinclair Refining Company

## Marketer Agreement

19 by and between Sinclair Refining Company, a

Maine con	rporation, pa	rty of the	first par	t, and	
6		*******************************			
of					
	the second pa				α.
For the	mutual cons	iderations	hereinaft	ter set forth	and
by reason	of the specia	al trust an	d confide	nce the nari	ty of
the first	part (hereina	after refer	red to a	s "Sinclair	" 0"
"bailor".	as the contex	t may rea	nira) ran	osos in the	01
of the seco	ond part (her	coinaftan na	formal 4.	oses methe p	arty
or itheiles	22 on the iner	emarter re	erred to	as "Marke	ter"
M- Vallee	", as the con	itext may i	require),	it is agreed	that
Marketer	may act as	a non-excl	usive bai	lee for hire	for

Marketer hereby agrees to act in such capacity subject to the following terms and conditions:

Sinclair in the territory described at the end hereof, with

headquarters at

1. The respective rights, duties and obligations of the parties in performing hereunder shall be those imposed by law upon Sinclair as bailor and Marketer as bailee for hire as enlarged by this agreement.

2. Marketer shall receive, care for, measure and account for in conformity to Sinclair's requirements, and sell, exclusive of other similar products, the oils, lubricants and other products (herein referred to as "products") that Sinclair supplies for sale, and shall deliver and collect for all products thus sold, it being understood that all such products shall remain the property of Sinclair

until sold and that the proceeds therefrom shall be the property of Sinclair and subject to its orders. If Marketer shall handle and deal in property other than that supplied for sale by Sinclair, Marketer shall not permit the same to interfere with Marketer's obligations and duties hereunder. Marketer agrees not to commingle with Marketer's funds the proceeds of sales or other moneys of Sinclair and likewise agrees to keep Sinclair's products separate and apart from the property of Marketer and that of third parties.

- 3. Sinclair shall specify not only the prices at which products bailed to Marketer shall at all times be sold but also all governmental taxes, excises and exactions to be charged and collected in connection with such products, their sale, delivery or other disposition; and Marketer agrees not to deviate therefrom.
- 4. Unless otherwise directed, Marketer shall make daily deposit of all collections in the bank designated by Sinclair, and shall each day secure and transmit receipted deposit slips, certificate of deposit or such other evidence of such deposit as Sinclair may specify; and shall report daily, or as often as Sinclair may require in writing, all stocks, sales, collections, deposits and remittances on forms provided by Sinclair, such report to show stocks, sales, collections, deposits and remittances made from date of last previous report to and including date of current report.
- 5. Marketer shall send all reports, evidences of deposit, remittances, inventories, and correspondence to Sinclair at

except as otherwise directed by it.

<sup>6.</sup> Marketer shall submit to Sinclair an inventory of all products and property remaining on hand on the last day of each month or on such other business day as Sinclair may direct for closing monthly business.

<sup>7.</sup> Marketer shall obtain prompt return when due from

customers of storage and sales equipment and all shipping barrels (heavy steel drums) and furnish strict accounting thereof, and of all light iron barrels returned for credit by customers, reporting the number to be credited to each customer by name; and shall make such disposition of all containers as Sinclair may direct.

- 8. Sinclair reserves the right to reject, either with or without cause and without assigning to Marketer any reason for such action, any orders taken by Marketer. No commissions are to be paid on rejected orders or on orders cancelled by purchasers. In computing and paying any commissions earned under this agreement, or any other sums that may be due Marketer from Sinclair, there shall be deducted therefrom and retained by Sinclair for its own use sums equivalent to commissions which Marketer may have theretofore received from sales upon which customers have returned the products for credit, and any other like items reducing Sinclair's net cash receipts from such sales.
- Marketer shall at Marketer's own expense furnish necessary trucks, truck-tanks, motive power, drivers, labor, water, light, power, and heat, and shall also pay all necessary expenses in draying Sinclair's products and equipment and in making sales, deliveries, and collections. Marketer shall also at Marketer's own expense apply for in Marketer's own name and have installed at Marketer's headquarters a telephone which shall be listed in the proper telephone directory and other directories in the name of Sinclair Refining Company with the street address of Marketer's headquarters. All charges for local and long distance calls made by means of such telephone, whether such calls be of a business or private nature, shall be for the account of Marketer, and Sinclair shall not in any case be obligated to pay any such charges or to reimburse Marketer for any payments so made. Sinclair may pay any such charges and deduct the amounts so paid from any moneys then due or thereafter to become due Marketer.

Marketer shall: (a) employ no improper, questionable or illegal methods in soliciting or securing business covered by this agreement; (b) observe any instructions given Marketer in so far as they relate to compliance with Federal, State and Municipal laws, regulations, rulings and ordinances affecting or regulating the possession, handling, sale, inspection or taxation (including exemptions from, and refunds of, taxes and excises) of Sinclair's products whether such instructions shall emanate from Sinclair or the lawful authorities charged with the enforcement of such laws, regulations, rulings and ordinances; (c) exercise due vigilance in protecting the equipment, property and products of Sinclair; notifying it promptly in writing of any condition which may arise requiring its attention; (d) make collections of such accounts in Marketer's territory as Sinclair may deliver to Marketer for that purpose; (e) assist Sinclair generally in promotingthe successful merchandising of its products and the profitable utilization of its properties; (f) secure and maintain in force in Marketer's name and at Marketer's cost any and all permits and licenses required by law for the conduct of Marketer's operations as bailee hereunder; and (g) comply with all valid laws, ordinances and regulations as to weights and measures and as to the transportation of flammable products and, in addition, with safety recommendations of Sinclair.

11. Marketer shall not extend credit for Sinclair's account to any customer without first securing permission in writing from Sinclair so to do, and shall withdraw any credit so extended when so directed by Sinclair. Marketer shall be liable to Sinclair for any loss sustained through violation of these provisions. Sinclair is authorized, at its option, to charge Marketer with the invoice value to customers of products delivered in violation of such provisions, and shall have the right to deduct and retain for

its own use said invoice value from any moneys that may then be due or which thereafter may become due Marketer, and such deduction shall be construed and accepted as payment of commissions hereunder. In the event and as often as Marketer shall be indebted to Sinclair upon any account, whether the indebtedness shall arise under this agreement or by reason of any other contract or obligation whatsoever, Marketer agrees that Sinclair shall have the right to deduct from any moneys due or to become due Marketer amounts to be applied in satisfaction or partial satisfaction, as the case may be, of such indebtedness.

- Marketer shall exercise the highest degree of care to insure against the occurrence of any contamination. adulteration or any accidental or negligent blending or mixing together whatsoever, whether in Marketer's hands or by or upon delivery into customers' containers, of the various petroleum products to be handled, sold and delivored hereunder and shall be directly, wholly and severally liable to all persons, including, without limitation, customers and Sinclair, for all loss, cost, expense, injury and damage, caused by, growing out of, or happening in connection with, any such contamination, adulteration or accidental or negligent blending or mixing however caused, and in addition shall pay all judgments and shall bear the expense of defending on behalf of Sinclair any litigation seeking damages alleged to be due by reason of any contamination, adulteration, blending or mixing together of said products, even if such litigation shall be groundless, false or fraudulent.
- 13. Marketer shall be responsible for, and hereby assumes all responsibility for, any and all acts of Marketer and Marketer's employees, whether they be acts of commission or omission, resulting in cost, loss or damage to Sinclair, and Marketer hereby agrees to indemnify, save harmless, and reimburse Sinclair for and on account

thereof. Marketer hereby assumes all responsibility and full liability to Sinclair, and hereby agrees to indemnify and reimburse it, for any shortages or losses in, or arising out of, sales, collections or deliveries bereunder, or in the products, equipment of property of Sinclair bailed to Marketer or coming under Marketer's control, including, without limitation, responsibility and liability for losses of Sinclair's funds by reason of loss, theft, robbery or burglary, and Marketer hereby authorizes Sinclair to deduct from any and all moneys due to Marketer during the life of this agreement, and retain for its own use, amounts for the payment of such shortages or losses; and Marketer agrees that Marketer's liability hereunder shall be that of an insurer, except as to losses resulting from fires not due.

\* to Marketer's negligence.

6. The parties agree that the foregoing schedule includes all rates and describes the exact conditions and circumstances under which commissions and allowances shall be payable and that Marketer shall be entitled to no payment for any sale, delivery or service not plainly embraced within the specific terms of, or for which no applicable rate is provided in, said schedule. Sinclair reserves the right to effect deliveries from its stock of prodvicts bailed to Marketer, as to which a loading allowance only shall be payable. Sinclair shall have the right to withhold payment of commissions on any sale or delivery made by Marketer until payment therefor has been received by Sinclair. If Sinclair shall desire to change, add or eliminate any rate or any provision in said schedule, the same shall become effective upon fifteen (15) days' written notice to Marketer and a memorandum thereof in writing may be signed by the parties hereto as provided in Paragraph No. 26 Hereof in lieu of the execution of a new contract, provided that no such change shall alter or modify. any other provision of this agreement.

16. In lieu of making semi-monthly payments of commissions to Marketer, as provided for in Paragraph No. 14, Sinclair shall have the right to pay to Marketer as an advance payment of commissions accrued during the first half of each month such portion of Marketer's commissions as Sinclair may determine based upon its estimates thereof. The amount of such advance so paid to Marketer shall be deducted and withheld by Sinclair from the amount of Marketer's commissions actually due during and payable for the month in which any such advance payment shall have been made.

Marketer agrees to and does hereby accept full and exclusive liability for, the payment of any and all taxes and contributions for unemployment insurance, for sickness and disability, and for old age retirement benefits, pensions and annuities now or hereafter imposed by the Government of the United States and by the Government of any State of the United States, which are measured by the wages, salaries or other remuneration paid to persons employed by Marketer, for Marketer's own account, for work Marketer is required to perform or have performed under the terms of this bailment agreement, and Marketer further agrees that, in order to relieve Sinclair of any possible secondary liability for such taxes or contributions, Marketer will do everything necessary from time to time to elect voluntary coverage under applicable laws or regulations and to comply with, or bear the burden of contesting, any regulations and any amendments thereto, which day be promulgated by the administrative authority under such applicable law, Sinclair shall have the right to withhold from commissions and any other sums due Marketer the amounts of any such taxes and contributions which may be imposed or levied for the purpose of paying same direct to the proper Federal and State authorities; and Marketer agrees to furnish Sinclair such information as may be

requested or required by Sinclair to report properly and effect payment of such taxes.

- 18. If required by Sinclair, Marketer shall furnish surety bond acceptable to Sinclair in form and amount to indemnify Sinclair fully against loss of any moneys, values, products, goods, wares, merchandise, equipment and property bailed to Marketer or coming under Marketer's control or possession hereunder.
- 19. Marketer shall be liable to Sinclair for any demurage or storage charges assessed by any common or contract carrier owing to Marketer's neglect promptly to unload and release stake and transport trucks, tank cars and other railroad cars, or to take out merchandise shipments intended for Marketer's handling.
- 20. If Marketer is a corporation, or if unincorporated and has, at any time, one or more employees, Marketer hereby agrees, at Marketer's own expense to provide and maintain in effect workmen's compensation insurance, securing the payment of compensation to Marketer's employees, or employer's liability insurance in accordance with the laws of the States in which Marketer performs work under this agreement.
- 21. If Marketer is a copartnership, each of the partners acting for himself and for the copartnership agrees with each other and with Sinclair: (a) that the partners shall be jointly and severally bound and liable as general partners hereunder; (b) that Sinclair may deal with any (one) partner of its choice; and (c) that the death or withdrawal of any partner shall be effective to terminate automatically this agreement.
- 22. Marketer hereby designates \_\_\_\_\_\_, one of Marketer's employees, as Marketer's duly authorized representative to receive products from Sinclair, to execute receipts for same, to make reports and transmit information to Sinclair at the time and in the form and

manner required by Sinclair, and Marketer hereby agrees that any and all acts of said representative shall be deemed to be the acts of Marketer. Marketer shall have the right to change Marketer's designated representative, provided written notice of such change shall be first given to Sinclair at the place named in Paragraph No. 5 hereof.

23. At any time during the life of this agreement or at the termination hereof Sinclair shall have the right to audit the books, accounts, station records and inventories relating to this bailment and moneys and stocks on hand; and Marketer shall afford Sinclair and its employees full cooperation and assistance in making such audit or audits.

24. As a gratuitous convenience to Marketer and as limited herein. Marketer may use, for the storage and distribution of products bailed to Marketer pursuant hereto and property sold by Sinclair to Marketer, Sinclair's bulk oil storage and distribution facilities, if any, located in Marketer's territory consisting generally of a warehouse, storage tanks and auxiliary equipment, provided that any such use shall be in a careful and proper manner so as to avoid effectively the creation or continuance of any nuisance, fire hazard or dangerous condition whatsoever and that during the period of such use Marketer shall keep Sinclair's facilities, together with its contiguous property, in a safe, clean, orderly and sightly condition. The parties expressly recognize that this authorization (a) does not in any way obligate Sinclair to continue to allow Marketer to use any such facilities for any particular period of time, (b) constitutes a bare non-assignable license to Marketer to use those portions of such facilities as Sinclair may designate and solely as herein specified, (c) may be revoked forthwith by Sinclair at any time upon giving oral or written notice, (d) shall in any event ipso facto terminate upon termination of the bailment arrangement herein established, and (e) under no circumstances or conditions gives Marketer any estate,

property interest or right of possession in any such facilities. Sinclair makes no representation to Marketer as to the present or future fitness or suitability of such facilities for the uses herein authorized or as to the character or effect of any work hereafter performed for or by Sinclair. at its discretion, at, upon, or in connection with such facilities, including maintenance, repair, removal, replacements or additions thereto, and Sinclair shall have no liability or responsibility whatsoever to Marketer or Marketer's serva ants, employees or third parties for injury to or death of persons, damage to property, expense, or loss, of whatsoever nature occasioned by or connected with Marketer's use of said facilities or directly or indirectly resultingfrom Marketer's exercise of the license herein granted, whether or not occasioned by Sinclair's negligence or that of any agent, employee or contractor of Sinclair, all risks of use, including, without limitation, the risks of any and all defects and hazards whether they be patent or latent; being hereby assumed by Marketer. Marketer agrees to reimburse Sinclair for any and all cost, expense or damage to Sinclair arising from, or directly or indirectly connected wifh, the exercise by Marketer of the right of use hereby authorized, excepting only normal costs of maintenance, repairs, removals, replacements or additions. shall make no changes whatsoever in the physical condition of Sinclair's facilities without its prior written consent.

25. This agreement cannot be assigned in whole or in part by Marketer without the consent of Sinclair in writing first obtained. Marketer shall incur no indebtedness of any character whatsoever in the name of Sinclair, nor obligate Sinclair in any manner without first securing written authority so to do from an officer or manager of Sinclair. Sinclair shall not be responsible for any unauthorized debts or obligations incurred by Marketer. Either party may terminate this agreement at any time with or without cause; and upon the termination hereof, regardless of the

state of the mutual accounts, Marketer shall forthwith deliver to Sinclair or its representatives all equipment, property, products, moneys, credits, books of account, and station records of whatsoever form, bailed to Marketer or coming under Marketer's control, Marketer hereby waiving any and all liens and the right to assert the same.

26. This agreement cancels and supersedes all previous agency and bailment agreements between the parties. The counterpart hereof held by Sinclair shall be considered the original, and shall be the binding agreement in the event of any variation between such counterpart and the one held by Marketer, and such counterpart held by Sinclair shall constitute the full and entire agreement between the parties hereto. This agreement constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof and may be attered, amended or modified only in writing signed by Marketer and a representative of Sinclair authorized to sign this agreement. Marketer acknowledges notice that this instrument may be executed on Sinclair's behalf only by one of its officers, managers, or chief clerks, and that none other has authority to consent or agree to any alteration, amendment, modification or limitation whatsoever of the terms of this agreement.

Executed in duplicate the day and year first above written.

	Sin By	clair Refining Cor	npany,
		4	Manager,
	By		Marketer,
Witness		***************************************	President.

Attest or Witness:

#### 4050

#### COMMISSION EXHIBIT NO. 473.

## Equipment Rental Agreement.

This Agreement, made and entered into by and between Sinclair Refining Company, a Maine comporation, party of the first part, hereinafter referred to as 'Sinclair,' and Party of the second part, hereinafter referred to as Customer" and by the singular neuter pronoun,

Witnesseth, That, in consideration of the sum of One (\$1.00) Dollar in hand paid by Customer, the receipt whereof is hereby acknowledged, and in consideration of the mutuality hereof and of the rentals provided herein, it is agreed by and between the parties hereto as follows:

- Sinclair hereby hires and rents to Customer, and agrees to deliver to Customer's places of business, such equipment as Sinclair may from time to time deem neces, sary for the economical and convenient handling, storing, dispensing, advertising or testing by Customer of petroleum products on the premises herein described, and Customer hereby agrees to pay Sinclair rental for such equipment the sum of One (\$1.00) Dollar per annum, payable annually in advance, during the continuance of this agreement. Sinclair shall have the right to substitute for any equipment placed with Customer other equipment of like character and quantity and in the event of such substitution this agreement in all its terms shall apply to such substituted equipment.
- Equipment delivered to Customer shall be used by Customer in its business upon only the following premises situated in the City of \_\_\_\_\_, State of \_\_\_\_, at No. ...... Street, or (if in the country) miles of the City of on High-

(in which direction)

way, State of said	d premises	also being	known
and owned by	. ()	. (4)	and
such equipment shall at all t personal property and in no real estate, regardless of th	sense fixtu	res or a par	t of the
installed or used on said pre-		4.4	

- Each delivery to and acceptance by Customer of any equipment that may from time to time be placed with Customer, including substitutions therefor, shall be evidenced by a receipt on Sinclair's Form 995, Equipment and Materials Receipt, which shall be signed by Customer at the time of receiving such equipment and which when so signed shall become a part of this agreement with the same force and effect as though embodied herein; provided, howeven that any equipment heretofore or hereafter delivered by Sinclair to Customer, whether or not evidenced by said Receipt, shall be subject to the terms and conditions of this agreement. It is understood and agreed that Customer's acts of excepting such equipment and signing said receipt shall be construed to be an acknowledgment by Customer that the equipment described in said receipt was in good and serviceable condition at the time of its delivery to Customer.
- 4. Such equipment shall at all times be and remain the property of Sinclair, and shall be used by Customer only for the purpose of handling, storing, dispensing, adversing or testing petroleum products. Any authorized representative of Sinclair shall at any reasonable hour have the right to inspect such equipment.
- 5. Customer hereby agrees that it will, unless specifically exempted by Sinclair in writing from so doing, maintain such equipment in good condition and repair and pay all cost and expense in connection therewith; that it will not

encumber or remove such equipment or permit anyone except Sinclair to remove or take possession thereof; that it will exercise care in the protection and preservation of such equipment and will not efface, deface, damage or destroy the same or suffer others so to do; that it will not do or suffer to be done anything whereby such equipment or any part thereof may be seized, taken on execution, attached, destroyed or injured, or by which the title of Sinclair therete may in any way be altered, impaired or prejudiced; and that it will pay or reimburse Sinclair for any loss or damage Sinclair may sustain in the event of the. happening of any of the foregoing or other contingencies. If, upon demand, Customer shall for any reason fail or refuse to return to Sinclair any of such equipment, Customer, shall be liable to Sinclair for the value, set forth in Sinclair's said Form 995, Equipment and Materials. Receipt, of such equipment not returned or, if no value is set forth in said Receipt, for the fair market value thereof. Customer hereby further agrees to comply with all applicable state laws and municipal ordinances, rules, and regulations in connection with the use, installation, erection, operation, maintenance and display of such equip ment or of any part thereof.

6. In the event Customer should at any time use such equipment for any purpose other than the handling, storing, dispensing, advertising or testing of petroleum products, or should violate any of the obligations of this agreement, Sinclair shall have the right to declare this agreement terminated and, without notice to Customer, may with men, vehicles, and necessary tools enter the premises whereon such equipment or any part thereof may be located and remove the same therefrom, whether affixed to the premises or located in, on or under the same, or not, without recourse to any legal proceedings for that purpose, and without liability for damages resulting from so doing.

- 7. In the event this agreement is terminated within year from the date hereof, for any breach or default specified in paragraph numbered '5" or '6" hereof, the expenses of delivering and installing said equipment as such expenses as shown on Sinclair's books and records, shall be paid by Customer to Sinclair, unless such equipment shall have been installed at Customer's expense, and the expense incurred by Sinclair in removing such equipment shall also be paid by Customer to Sinclair.
- 8. This agreement shall continue so long as may be mutually agreeable to the parties hereto, it being further agreed that either party to this agreement may terminate the same at any time upon giving five (5) days' written notice to the other party (no previous notice being required in the event to breach or default); provided that in the event this agreement shall be terminated by Customer as provided in this paragraph within the period specified in paragraph numbered "7" hereof, Customer shall reimburse Sinclair for its expenses as provided in paragraph numbered "7" hereof in the same manner as though this agreement had been terminated by reason of Customer's breach or default.
- 9. Upon the termination of this agreement by notice or in any other manner, Sinclair shall have the right and privilege of removing such equipment or any part thereof from the above described premises.
  - 10. Customer shall pay all taxes, license fees, permit fees, inspection fees, occupation taxes and any and all charges, fees or assessments of whatsoever nature that may be levied, assessed or charged on or against such equipment or any part thereof, or on the installation thereof or Customer's use or operation thereof; and in the event of Customer's failure or refusal so to do, Sinclair may, at its option, pay the same and, upon presentation of

invoice therefor, Customer shall reimburse Sinclair for payments thus made.

- or other advertising devices arranged for artificial illumination, or if electric current is used in connection with the operation or maintenance of any of the equipment covered hereby, Customer agrees to pay for all charges for the electric current used in such illumination, operation, or maintenance.
- 12. Customer, for itself, its heirs, executors, administrators, successors and assigns, hereby release, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Sinclair, its successor and assigns, of and from any and all claims, demands and liability for any injury to, including death of, persons (whether they be third persons, Customer, or employees of either of the parties hereto) and any loss of or damage to property (whether it be that of. either of the parties hereto or of third persons) by reason of any leakage, fire or explosion of or from any such equipment or any part thereof, or any gasoline, oils, or other petroleum products in or about or contained in the same, or by reason of any defects in the contruction or installation of such equipment, or by reason of the use or operation of such equipment, or by reason of the placing. erection, falling, or dislocation of such equipment or any part thereof, or by reason of any like oudifference casualty, neither due to the negligence of Sinclair or otherwise.
- 13. Sinclair hereby authorizes, Customer to use the trade-marks and brand names of Sinclair solely on and in connection with the products purchased from and so identified by Sinclair, the same to be used during such time only as this agreement shall be in effect. If Sinclair shall lend to Customer or permit Customer to use any sign or device of any kind bearing Sinclair's name or any trade-mark, brand name, symbol or slogan, to be used for the purpose

of identifying or advertising Sinclair's products, Customer agrees upon demand to return such sign or device to Sinclair and to discontinue the use of any word, names, phrase or thing which Customer is hereby authorized to use. Customer is permitted to use Sinclair's said name, trade-marks, brand names, signs, devices and slogans only upon the following conditions: (a) that they will be used in such way only as Sinclair may authorize; (b) that they will not be used in the identifying or advertising of any products except those supplied by Sinclair; (c) that Customer will not permit anyone else to exercise or use any of the rights, privileges or things granted or lent to Customer; (d) that Customer will not claim any right, title or interest in or to Sinclair's name, trade-marks, brand names, signs, devices and slogans; and (e) that Customer will never directly or indirectly deny or assall or assist in denying or assailing the sole-and exclusive ownership of Sinclair in and to the same. Failure of refusal by Customer to comply with the terms and conditions set forth herein shall entitle Sinclair to terminate forthwith the within agreement; but such termination shall not in anywise perjudice Sinclair's claim for damages.

14. This agreement is personal to Customer and shall not be assigned in whole or in part by Customer without the consent of Sinclair in writing first obtained.

15. This agreement is executed in duplicate, and the counterpart thereof held by Sinclair is to be considered the original and shall be the binding agreement in case of a variance in any particular between it and any other signed copy. This agreement constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof, and many be altered, amended or modified only in writing signed by Customer and a representative of Sinclair authorized to sign this agreement. Customer acknowledges notice that this in-

strument may be executed on Sinclair's behalf only by one of its officers or managers and that none other has authority to consent or agree to any alteration, amendment, modification or limitation whatsoever of the terms of this agreement.

ave delivered th bove set forth.	e same free of any conditions not herein
*	Sinclair Refining Company, By
Witness:	Manage
To Signature	of Party of the Second Part.
	***************************************

Land Owner's Consent.

(Must be procured in all instances.)

The undersigned owner (herein referred to in the singular number, whether one or more) of the premises upon which the equipment referred to in the foregoing agreement has been or may be installed, hereby consents to the installation thereof and disclaims any claim or right therein by reason of such installation, and agrees to the removal of such equipment by Sinclair as specified in the foregoing statement; it being understood that, if the said premises are held under lease by Customer, said lease shall not be changed or modified by reason of this consent except as to the installation and removal by Sinclair of its said equipment or any part thereof.

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W	1	tn	es	S	3

Owner.

## 4052A COMMISSION EXHIBIT NO. 474.

In the Territory of Bulk Plant at

#### Station Lease.

	enture of Lease, made and entered into in dup	
cate this	day of	9
A. D. 19 .	, by and between Sinclair Refining Company	, a
Maine cor	poration, authorized to transact business in	he
State of	, having an office at	
	, party of the first part (hereinafter	
ferred to	s "Lessor"), and	
of	part of the seco	nd
part (here	nafter referred to as "Lessee," whether one	or
more, and	when referred to by pronoun the mascul	ine
gender wil	be used);	190

#### Witnesseth:

- of 1. Whereas, Lessor, in order to promote the sale of products manufactured and marketed by it, establishes uniform and attractive service stations combining characteristic exterior design, distinctive color scheme and unique advertising so as to be easily recognized by the motoring public as service stations where such products may be purchased; and
- 2. Whereas, said service stations are specifically constructed, equipped and advantageously located for the retail sale of gasoline, other petroleum products, tires, batteries, automobile accessories and merchandise customarily sold to motorists, and contain sanitary rest rooms for the use and convenience of the motoring public; and
- 3. Whereas, for the purposes aforesaid and upon the terms and conditions hereinafter set forth, Lessee desires

to lease from Lessor the service station hereinafter described;

4. Now, Therefore, in consideration of the premises, the rents herein reserved, and the covenants, conditions and agreements herein set forth, on the part of Lessee to be paid, maintained, kept and performed, Lessor does hereby demise and lease unto Lessee the following described premises, including other structures and facilities, if any, used for and constituting an oil and gasoline service station (hereinafter referred to collectively as "station"), located at \_\_\_\_\_\_\_\_, and situate in the City of \_\_\_\_\_\_\_, 'County of \_\_\_\_\_\_\_\_.

State of \_\_\_\_\_, to wit:

together with the buildings, structures, improvements, pumps, tanks, appliances, furniture, tools, and other personal property located thereon, as set forth in an inventory taken and signed by the parties hereto, marked "Exhibit A" and attached to and made a part of this lease to the same effect as though written out in full herein, including any additions thereto or substitutions thereof which may be made by Lessor from time to time; receipt of any substituted or added equipment shall be evidenced by Lessor's Receipt Form 995 "Equipment and Materials Receipt," and said receipt when signed by Lessee shall become a part of this lease with the same force and effect as though embodied herein; provided, however, that any equipment heretofore or hereafter delivered by Lessor to Lessee, whether or not evidenced by said receipt, shall be subject to the terms and conditions of this lease. It is understood and agreed that Lessee's act of accepting such equipment and signing said receipt shall be construed to be an acknowledgment by Lessee that the equipment described in

said receipt was in good and serviceable condition at the time of its delivery to Lessee.

5. To Have And To Hold the above demised and leased station, and all rights, privileges, and appurtenances thereunto belonging, unto bessee for and during the following term:

If Lessor holds the station by virtue of an underlying lease, it is agreed that under no circumstances shall this instrument be deemed a transfer to Lessee of the entire unexpired term of such underlying lease so as to constitute an assignment thereof, and accordingly, in such event, a portion of the term of such underlying lease is hereby reserved to Lessor and the above stated term of this lease is hereby qualified to the extent that the term hereof shall in no event extend beyond the day preceding the last day of the term of such underlying lease or of any extension or renewal thereof, if same shall be extended or renewed by Lessor; provided, however, that Lessor shall not be obligated to extend or renew such underlying lease or the term thereof, pursuant to any right contained therein or otherwise, in order that this lease may continue in effect. No previous notice or refund of rentals shall be required in the event of termination or cancellation of this lease for breach or default as hereinafter provided.

4052B 6. Lessee shall yield and pay to Lessor as rental for said station for and during said term the following sums:

All rentals shall be payable in lawful money of the United States at the office of Lessor hereinabove stated, or at such other place as Lessor may designate from time to time.

7. If the amount of rental payable hereunder is dependent upon or is to be computed on the volume of business conducted at said station, Lessee covenants and agrees to promote diligently the sale of gasoline, other petroleum products, tires, batteries, accessories and merchandise, and to keep the station open for business and properly illuminated during at least those hours per day and days per month when competing service stations in the same general community as said station are open for business.

8. Lessee agrees that he will assert and maintain his right of entry and possession hereunder as against third persons and excuses Lessor from all duty and liability with respect thereto. Lessee covenants and agrees to use and occupy the station in a careful, safe and proper manner; not to permit or suffer any waste thereon or thereof or any nuisance thereon or thereabout; and Lessee further agrees that without Lessor's prior written consent no part of said station shall be used for the major repair, maintenance or painting of automobiles, the overhauling of motors, body or fender repairing or refinishing, tire recapping or welding, or for any activity which cannot be conducted safely in the presence of petroleum vapors or volatile petroleum products.

9. Lessee covenants and agrees at his own cost to keep the driveways, approaches and sidewalks adjacent to the station free from snow and ice; to maintain in good condition and repair the station, driveway, approaches and sidewalks adjacent thereto, rest rooms, structures, equipment, appliances, plumbing and other facilities, as well as any personal property hereby leased to Lessee; and not to encumber or remove the same, or do or suffer to be done anything whereby the same or any part thereof may be seized, taken on execution, attached, destroyed or injured, or by which the right of Lessor therein or the title thereto may in any way be altered, impaired or prejudiced; it

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being expressly agreed that Lessee acquires hereunder no interest in any buildings, structures, equipment, appliances or other property now on said station or which may hereafter be placed thereon by Lessor, except the right to use the same as in this lease provided. Lessee further agrees that without Lessor's prior consent, no sign, fixture or device shall be affixed permanently or in such manner as to cause damage to the station. Lessee agrees not to use said station, or any part thereof, whether or not adapted therefor, as living quarters or for dwelling purposes unless Lessor shall consent thereto by a separate written instrument setting forth the terms for such use.

- 10. The health, safety and expectation of the motoring public demand that the rest rooms and toilets at the station shall be kept at all times in a clean, neat and sanitary condition, and Lessee covenants and agrees that the minimum standard therefor shall be such as shall comply with all applicable public health ordinances, laws, rules and regulations governing such facilities; and if there be no such public ordinances, then nevertheless the rest rooms and toilets shall at all times be kept in such clean and sanitary condition that the same shall be safe for use from a public hygiene standpoint as determined from time to time or at any time by an inspection thereof conducted by any appropriate public health board, officer, inspector, doctor of medicine, registered nurse or other hygienic expert.
- 11. Lessee shall be liable for and agrees to pay when due all license, permit, and inspection fees and occupation and license taxes assessed or charged on or against the station or Lessee's use or occupancy thereof; also all compensation, fees, rents, and charges assessed and imposed by municipalities for the installation, use or maintenance of approaches or driveways serving the station, and all water, sewage and waste disposal, rubbish and garbage dis-

posal, gas, telephone, and electric light and power charges assessed or charged on or against the station or Lessee's use or occupancy thereof, including all taxes levied and assessed on Lessee's property located thereon during the term hereof.

- 12. Lessee shall comply with and obey all laws, ordinances, rules, regulations, orders, directives and requirements, whether regarded as valid or invalid, of the Federal, State, City, Village, or other governmental subdivision in which said station is located and of any and all of their agencies, bureaus and departments, to the extent that the same affect Lessee's use, occupancy or operation of the station.
- Lessee, for himself, his heirs, executors, administrators, successors and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of and from any and all claims, demands and liability for any injury to, including death of, persons (whether they be third persons, Lessee, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third persons) caused by, growing out of, or happening in connection with, Lessee's use and occupancy of the station or any equipment or appliances located or to be located thereon, or by reason of any like or different casualty. In like manner and to the same extent set forth in the preceding sentence Lessee agrees to exonerate and save harmless Lessor even though the claim, loss or casualty is attributable to the negligence of Lessor.
- 14. Lessee, for himself, his heirs, executors, administrators, successors and assigns, hereby releases, relinquishes and discharges, and agrees to indemnify, protect and save harmless, Lessor, its successors and assigns, of

and from any and all claims, demands and liability for any injury to, including death of; persons (whether they be third persons, Lessee, or employees of either of the parties hereto) and any loss of or damage to property (whether the same be that of either of the parties hereto or of third persons) by reason of any leakage, fire or explosion of or from any leased equipment or any part thereof, or of any gasoline, oils, or other petroleum products in or about or contained in the same, or by reason of any defects in the construction or installation of such equipment, or by reason of the use or operation of such equipment, or by reason of the placing, erection, falling, or dislocation of such equipment or any part thereof, or by reason of any like or different casualty. In like manner and to the same extent set forth in the preceding sentence Lessee agrees to exonerate and save harmless Lessor even though the claim, loss or casualty is attributable to the negligence of Lessor.

15. Lessee shall furnish, install and display continuously on the exterior of the station at a point visible and accessible to the public, a legible sign showing that Lessee is occupying said station under a lease and is the sole owner of the business.

4053 16. If Lessee shall default in the performance of any covenant contained in this lease, or if Lessee shall violate any agreements, covenants, conditions and obligations of this lease upon him imposed, or if Lessee shall fail to comply with and obey any of the laws, ordinances, rules, regulations, orders, directives and requirements, whether regarded as valid or invalid, of the Federal, State, City, Village, or other governmental subdivision in which said station is located or of any and all of their agencies, bureaus and departments, as by this lease required, or if Lessee shall become bankrupt, or become insolvent in the opinion of Lessor, or shall make an assignment for the

benefit of creditors, Lessor in any event shall have the right to declare this lease terminated, and shall have the further right, without notice and without recourse to any legal proceeding to enter upon the station and repossess the same, including all property embraced within this lease, and Lessor shall have a first ben upon all merchandise and other property of Lessee located upon the station to secure the payment of rent and all charges hereunder and the full performance by Lessee of all obligations to Lessor; and Lessor shall further have all the rights and remedies provided by law for the recovery of rent and possession. It is understood that the failure or omission of Lessor to enforce any terms covenant or condition of this lease or the acceptance of rent by Lessor after default or the happening of any of the above contingencies shall not be construed as a waiver of the rights of Lessor herein specified. Lessee is an individual and if he shall die during the term of this lease or any extension thereof, this lease shall automatically terminate.

- 17. Upon the termination of this lease by lapse of time or otherwise, Lessee agrees to return to Lessor the station, together with all other property embraced within this lease, and any other property of Lessor located thereat, in their condition when received by Lessee, reasonable wear and tear incident to proper use thereof excepted. In the event Lessee shall for any reason be unable to return any of said property, he agrees to replace the same with similar property of like value, or to pay Lessor the market price therefor.
- 18. If there is a safe or chest included in the equipment leased hereunder, Lessee agrees to maintain said safe or chest in good and usable condition throughout the term hereof, and to bear the expense of any repairs thereon or replacement thereof; it being understood and agreed that

Lessee shall assume any losses from robbery, burglary or larceny of the contents thereof, and of any property embraced within this lease.

- 19. Lessof reserves the right of entry of its representatives, agents, and employees for the purpose of examination and inspection of the station and any property of Lessor located thereon.
- 20. Lessee shall make no alterations or changes in or additions to any buildings, structures or improvements at the station without first procuring the written consent of Lessor so to do. Any work so authorized by Lessor shall be at the sole cost and expense of Lessee, and any such alterations, changes or additions so made by Lessee shall forthwith become the property of Lessor, and Lessee shall have no claim of any kind or character therefor.
- 21. This lease is personal to Lessee and shall not be assigned in whole or in part, and the station or any part thereof shall not be sublet, nor shall any rights or privileges herein granted Lessee be sold, transferred or assigned without the written consent of Lessor first obtained.
- 22. If during the term of this lease proceedings are instituted for the condemnation of the station or any part thereof, or if Lessor shall dispose of said station or any part thereof or its interest therein, either voluntarily or involuntarily, in order that the station may be devoted wholly or partially to any public use, this lease shall, at the option of Lessor and upon written notice to Lessee, forthwith finally cease and terminate, and Lessee shall not be entitled to any damage award or purchase price, or any part of either, which may be paid on account of such condemnation or sale.
  - 23. Any prior agreement under which the Lessor leased the above described station or equipment to the Lessee is

hereby terminated on and as of the day preceding the commencement of the term hereof, except as to any liability which may or shall have accrued under and by virtue of any said agreement prior to such effective cancellation date.

- / 24. If the above described station is held by Lessor under lease, Lessor shall have the right to exercise any and all termination rights reserved to it under such underlying lease, and if such underlying lease shall be terminated for any cause or in any manner at any time prior to the expiration of the term herein provided, this lease, at the same time, shall expire and terminate without previous notice to Lessee, and Lessor shall not be liable to Lesse? in damages or otherwise on account of such prior termination. This lease shall be subject to all conditions and restrictions affecting the station, including those which may be of record or in the underlying lease, if any, and also including building, building line, and zoning restrictions. If Lessee shall abandon, desert or vacate the station during the term of this lease, or during any extension or renewal period, for a period of more than two (2) calendar days, Lessor may terminate this lease and repossess the station. If the operation of a service station on said premises shall be prohibited or restricted during the term hereof by statute, ordinance, order of court or other governmental authority, and not because of any fault or neglect of Lessee, this lease shall be subject to termination at the option of either party.
- 25. All notices given under this instrument shall be in writing, and may be given either in the statutory method, if any, in the State where the station is located or by depositing the notice in the United States registered mail,

postage prepaid, enclosed in an envelope addressed to the party to be notified at such party's address as shown in this instrument or at any other known address of Lessee, and the date upon which such notice is so mailed shall be treated as the date of service. If there be more than one Lessee, notice to one shall constitute notice to all. In addition, any notice given by Lessor to Lessee shall be valid if served upon Lessee in person or delivered to or left at the station. Lessee agree to give to Lessor written notice within fifteen (15) days after the end of each quarterannual period during the existence of this lease of each and every claim or demand that Lessee has against Lessor at the end of such period; and it is expressly agreed that Lessee's failure so to notify Lessor of any such claims or demands (if any there be) shall constitute and be a waiver and release by Lessee of such claims or demands, other than claims and demands enforceable by penal action, that Lessee has against Lessor up to and at the end of such period.

26. This lease constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof, and may be altered, amended or modified only in writing signed by a representative of Lessor authorized to sign this instrument and by Lessee. Lessee acknowledges notice that this instrument may be executed on Lessor's behalf only by one of its officers or managers and that none other has authority to authorize any action for which Lessor's consent is required hereunder, or to consent or agree to any alteration, amendment, modification or limitation whatsoever of the terms of this lease. This lease shall not be binding upon Lessor until executed on its behalf notwithstanding any delivery of possession to, or the acceptance of rent from, Lessee.

Witness the hand and seals of the parties respectively attested or witnessed, the day and year first above written. Sinclair Refining Company,

By

Manager,

(Seal)

Lessee

(Seal)

Lessee,

as to Lessor,

as to Lessee.

4055

# COMMISSION EXHIBIT NO. 475

# Sinclair Refining Company

# Refined Oil Sales Agreement—Dealer (Tank Wagon)

This A	greemen	t, made	and ente	red into t	his	day of
				Sinclair		
pany (a 1						
hereinaft						
as Dealer						

Witnesseth, That, for the considerations herein contained, Seller hereby agrees to, and hereby does, sell to Dealer, and Dealer hereby agrees to, and hereby does, buy

from Seller, during each yearly	peri	od this	agreement is
in effect, not less than			-
gallons, in the aggrega	te, of		
Sinclair H-C Gasoline			
	4	/	

Prices: For each delivery of any above product Dealer shall pay Seller's official established tank wagon price per gallon to dealers (without any discount or deduction therefrom) for deliveries of such product prevailing at the time and for the place of each such delivery, as scheduled at the bulk plant from which delivery is made. Dealer agrees that Seller shall have the right to change said price from time to time without notice to Dealer except as scheduled at said bulk plant or as shown in Seller's invoices.

Place and Method of Delivery: The gasoline purchased hereunder shall be delivered in fairly even monthly quantities by tank wagons or transport trucks to Dealer's place or places of business at

Duration of Agreement: This agreement shall continue
in effect for one year beginning the day of
, 19, Unless terminated as hereinafter provided,
before or at the expiration of such initial period, this agree-
ment shall continue in tull force and effect as to all its
terms, provisions and conditions from year to year, sub-
ject to cancellation by either party as herein specified.

Terms: Net Cash (without discount) on delivery. If, Seller shall extend credit to Dealer, the right to withdraw credit at any time is reserved by the Seller. Payments shall be made by Dealer in lawful money of the United States, or its equivalent, and shall be made to Seller's branch manager or marketer at \_\_\_\_\_\_ or to Seller's office at

# ADDITIONAL PROVISIONS.

- 1 In addition to the prices herein provided, Dealer shall pay Seller amounts equivalent to any and all taxes, excises, duties, charges and inspection and other fees, and any and all increases therein, which are now or may hereafter be imposed, directly or indirectly, by any domestic or foreign governmental authority or agency on, againstein respect of or measured by the products covered by this agreement, or any material contained in such products, or the importation, exportation, production, manufacture, salen transportation, delivery or other handling of such products or material or any feature thereof or of this agreement. The amounts of any such taxes, excises duties, charges or inspection and other fees shall be added to th prices herein provided when Seller either pays of becomes liable for the payment of any such taxes, excises, duties, charges or inspection and other fees.
- 4056 2. Failure or refusal by Dealer to comply with requirements, which Seller may impose hereunder as to payments, shall entitle Seller to suspend deliveries pending such failure or refusal, or to terminate this agreement forthwith. The suspension of deliveries or termination of this agreement under any of the conditions herein set forth shall not in any wise prepudice Seller's claim for damages.
  - 3. It is expressly understood and agreed that Seller shall not be obliged hereunder to sell or deliver Sinclair. Power-X Gasoline or Sinclair U. S. Motor Specifications Gasoline or Sinclair Pennant Gasoline unless specificially included above and until Seller has a sufficient supply thereof at the bulk plant from which deliveries are made to the Dealer.
  - 4. In the event that Sinclair U. S. Motor Specifications Gasoline or Sinclair Pennant Gasoline is covered by this agreement, Seller shall have the right and privilege of

discontinuing deliveries thereof at any time and from time to time without notice to Dealer; and in the event of any such discontinuance, Seller shall have the right and privilege of delivering hereunder, in lieu of the product so discontinued, any other Sinclair branded gasoline of approximately the same specifications as the one discontinued, and in such event the applicable terms and conditions relating to the product discontinued, including the price, shall apply with equal force and effect to the Sinclair branded gasoline so substituted, it being expressly agreed that Seller shall not be required to substitute any other branded gasoline.

- 5. In the event that Sinclair Power-X Gasoline is covered by this agreement and if Seller should at any time during the life of this agreement discontinue the marketing of Sinclair Power-X Gasoline in Dealer's territory and should market in such territory some other premium gasoline in place thereof, Seller shall have the right and privilege thereafter of delivering such other premium gasoline instead of Sinclair Power-X Gasoline.
- 6. This agreement may be cancelled and terminated by either party at the expiration of the initial period herein specified, or at the end of any yearly period thereafter, upon thirty (30) days' previous written notice to the other party:
- 7. Dealer shall not change or alter by any means whatsoever the nature, quality, or appearance of any of the
  products purchased and sold hereunder. Any violation of
  this provision by Dealer shall give Seller the right to
  suspend immediately further deliveries hereunder of such
  products or to terminate this agreement. Seller shall have
  the right from time to time during the life of this agreement to change, alter, or amend any of the trade names or
  brands under which products covered by this agreement
  are now or may hereafter be marketed. Seller agrees that

the commodity sold hereunder shall be uniform in quality and at all times up to its standards.

- All orders hereunder will be filled with reasonable promptness, and it is agreed that Seller shall not be obliged to furnish any products hereunder nor be liable for loss or damage for failure or delay in making deliveries when such failure or delay arises from (a) any failure of Seller's supply of containers therefor at any point from which Seller customarily would make deliveries; or (b) interruption of any means of transportation; or (c) acts of God, strikes, lockouts, differences among or with its workmen, fires, accidents, civil commotion, war conditions in this or any foreign country, mechanical breakdowns in its manufactories or of its supplying pipe lines, acts of foreign or domestic Governmental authority, including, but not limited to, any system of priority controls, allocations or requisitions; or (d) any seizure or appropriation of any of Seller's property or of the management or operation thereof; or (e) any other cause reasonably beyond Seller's: control, whether or not such cause shall be similar to any of the specifications of excuse hereinbefore stated.
- 9. The sale of any motor fuel which may contain either an "Ethyl" or any other anti-knock compound under this agreement is subject to (a) all the provisions contained in the agreements under which Seller is licensed to manufacture and sell motor fuel containing said compounds and (b) compliance by Dealer with all such provisions, rules, regulations and orders now in existence or which may hereafter be issued by the licensor or any governmental authority having jurisdiction insofar as the same apply to motor fuel purchased by Dealer from Seller. If Dealer shall fail or refuse to comply therewith, Seller may either suspend deliveries of such motor fuel or terminate this agreement in respect to such motor fuel. It is expressly agreed that such gasoline containing an "Ethyl" or other anti-knock com-

pound is sold for use as a motor fuel only and is not to be used or resold for cleaning purposes under any circumstances.

- Any notice to be given hereunder shall be in writing 10. and shall be deemed to have been duly given if and when. deposited in the United States mail, properly stamped and addressed to the party for whom intended at the address of such party herein specified, or when delivered personally to such party at such address. Dealer agrees to give to Seller written notice within fifteen days after the end of each quarter-annual period during the existence of this agreement of each and every claim or demand that Dealer has against Seller at the end of such period; and it is expressly a reed that Dealers' failure so to notify Seller of any such claims or demands (if any there be) shall constitute and be a waiver and release by Dealer of such claims or demands, other than claims and demands enforceable by penal action, that Dealer has against Seller up to and at the end of such period.
- 11. Any sales contract or agreement, covering tank wagon or transport truck deliveries of gasoline to the Dealer's place or places of business above specified, heretofore entered into between the parties hereto is hereby cancelled and terminated on and as of the effective date hereof, except as to any liability or obligations which may or shall have accrued under and by virtue of any said contract prior to such effective cancellation date.
- 12. Seller hereby authorizes Dealer to use the frademarks and the brand names of Seller solely on and in connection with the products purchased from and so identified by Seller, the same to be used during such time only as this agreement shall be in effect. If Seller shall lend to Dealer or permit Dealer to use any sign or device of any kind bearing Seller's name or any trade-mark, brand name,

symbol or slogan, to be used for the purpose of identifying or advertising Seller's products, Dealer agrees upon demand to return such sign or device to Seller and to discontinue the use of any word, name, phrase or thing which Dealer is hereby authorized to use. Dealer is permitted to use Seller's said name, trade-marks, brand names, signs devices, symbols and slogans only upon the following conditions: (a) that they will be used in such way only as Seller may authorized; (b) that they will not be used in the identifying or advertising of any products except those supplied by Seller; (c) that Dealer will not permit anyone else to exercise or use any of the rights, privileges or things granted or lent to Dealer; (d) that Dealer will not claim any right, title or interest in or to Seller's name. trade-marks, brand names, signs, devices, symbols and slogans; and (e) that Dealer will never directly or indirectly deny or assail or assist in denying or assailing the sole and exclusive ownership of Seller in and to the same. Failure or refusal by Dealer to comply with the terms and conditions set forth herein shall entitle Seller to terminate forthwith the within agreement; but such termination shall not in anywise prejudice Seller's claim for damages.

13. This agreement shall not be assigned by Dealer in whole or in part; constitutes a merger of all proposals, negotiations and representations with reference to the subject matter and provisions hereof; and may be altered, amended or modified only in writing signed by Dealer and by a representative of Seller authorized to sign this agreement. Dealer acknowledges notice that this agreement may be executed on Seller's behalf only by one of its officers; managers, or chief clerks, and that none other has authority to consent or agree to any alteration, amendment, modification or limitation whatsoever of the terms of this agreement.

Witness the hands and seals of the parties hereto the day and year first above written.

Witness to Signature of Dealer

Attest:	
	Secretary of Dealer Sinclair Refining Company, Seller,
•	By  Manager  (Seal  (Seal  Dealer
057	COMMISSION EXHIBIT NO. 476.
	Sinclair Refining Company Refiners Of Petroleum
Го:	(Our Sales Office Address)
•	(Dealer)

We have delivered Credit Identification Cards to certain motor sts, to be used by them for credit identification purposes. Such motorists may wish to use such cards in connection with their purchases on credit at service stations of the following:

(1) Sinclair Petroleum Products and service jobs (which involve the sale or use of Sinclair Petroleum Prod-

ucts) performed at the ordinary service station, including chassis lubrication (in whole or in part) and car washing; and

(2) New Goodyear passenger car size tires, batteries and other automotive accessories (except radios and heaters), Provided tires are mounted and batteries and other accessories are attached to the motor vehicle at the time of purchase.

Credit Identification Cards are serially numbered and bear an expiration date. Specimens of these cards have been or will be furnished to you from time to time.

We understand that you desire to make credit sales of the above mentioned petroleum products, service and accessories to those holding such Credit Identification Cards who may apply to your station for the same. We are willing to accept assignment of the accounts arising from such credit sales under the following terms and conditions:

All sales of the above products, services and accessories shall be made for your own account. In making such sales you shall use such forms of delivery tickets, invoices, reports and other forms as we may supply you for use. Credit Delivery Tickets covering sales to holders of Credit Identification Cards must, in each case, describe the ervices performed for which a charge is made and show the Kinds of Merchandise Sold, the Quantities Sold, the Prices At Which Sold and the Total Value of Each Purchase. Credit Delivery Tickets not prepared in conformity with the foregoing will be rejected by the Company. We do not assume any liability and shall not be liable for any tax for which you are liable to any governmental authority. If any applicable tax is not included in or added to the price, you will be in the position of absorbing such tax. In any event, you will have to account to the proper governmental authority for any applicable tax. You shall assume and pay, and hold us free of, any and all taxes

that are now or may hereafter be imposed on the products or services, or upon the sale of furnishing thereof.

Subject to the terms and conditions established by the Company from time to time, we will accept assignment by you of the accounts arising from such credit sales and in consideration for the assignment of each such account, we will allow you credit for the amount thereof on your purchases from us.

As to such accounts you shall keep such records and make such reports to us as we may from time to time specify and require with the privilege to us to examine or have examined such records when we may wish to do so.

This proposal is submitted in duplicate, and if the terms and provisions thereof are acceptable to you, you will please so indicate by signing the same at the place indicated hereon, and when executed on our part it will constitute a contract between us, with the understanding that either of us may terminate it at any time with or without cause. A copy of the executed contract will be forwarded to you. Any contract or agreement now in effect with you covering credit sales by you to the holders of Credit Identification Cards is hereby cancelled and terminated on and as of the date hereof, except as to any liability that may have accrued prior to such date.

			Sinclair	Refinir	ng Comp	any,	
			By	***********	*		*
					٠.	Me	anager.
Date	Exec	uted	 **************************************	1	9		

The within and foregoing is hereby accepted and agreed to on and as of the date hereof:

Dealer.

# COMMISSION EXHIBIT NO. 477.

850/1

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Acceptance horsel implies the holder's openement on the foregoing conditions.

HORTH STAR OIL, LTD.

SUPERTIEST, PETROLEUM CORPORATION, LTD.

RICHFIELD OIL CORPORATION

SINCLAIR REFINING COMPANY

This cord may be used for credit Identification purposes at service stations operated by the following companies or their approved dealors, subject to the restrictions governing the use of credit cords of their away server.

This.cond. If unsupired and signed by the rigistered holder are outherteed uses, may be used for credit identification purposes at all, service-stations from the forest interpretation of service stations in the United States displaying credit cord signs, a factimite of which is shown because the purchasing SINCLAIR PETROLEUM PRODUCTS and WASHING AND CESSORIES may be purchased greatided these are escented and the bettery and construction of the purchase. Cord must be presented at time of each purchase. Any electrons or ereases. Cord must this card void. Accounts incurred by the holder one due ereases abell remains the card void.

CREDIT IDENTIFICATION CARD

ZINCTVIB CHEDITCVBO/ ZWEVECOD

SINCLAIR

1

# SHERWOOD BROTHERS INCORPORATED CREDIT IDENTIFICATION CARD

EXPIRES |

**EXPIRES** 

Subject to the terms and conditions printed hereon, the below named is granted CREDIT PRIVILEGES of SHERWOOD BROTHERS INCORPORATED.

This card is NOT transferable. The privileges hereby granted may be revoked in whole or in part at any time without notice.

Signature of Registered Holden Authorized User

Special Like

CARD No.

# COMMISSION EXHIBIT NO. 478.

Conforming, Washington, Newada, Oregon, Idaho and Arizona)

SUPERTEST PETROLEUM CORPORATION, LTD.

(Manitobe, Sashatchewan, Alberto and Western Ontario, Canada)

B. (CANADA). LTD.

(Manitobe, Sashatchewan, Alberto and Western Ontario, Canada)

Acceptance hereof Implies the holder's sgreement to all the foregoing conditions.

RICHFIELD OIL CORPORATION OF NEW YORK

(Mindle and New England States)

RICHFIELD OIL CORPORATION

RICHFIELD OIL CORPORATION

\* are due and payable ten days after billing.

This card may be used for credit identification purposes at service stations operated by the following companies or their approved dealers, subject to the restrictions governing the use of credit cards of their own issue.

This card, if unexpired and signed by the registered holder or authorized user, may be used for credit identification purposes at all service stations fin the builded States displaying credit card signs, a facsimile of which in the builded States displaying credit card signs, a facsimile of which in the holder signs as a facsimile of which in the builded signs as a facsimile of which in the contrast signs and purpose the signs at the signs at the same of the sattery and accessories are attached in the mounted and the class. Card must be presented at time of purpose. Card must be presented at time of each purchase. Any alteration of each purchase shall render this card void. Accounts incurred by the holder of easure shall render this card void. Accounts incurred by the holder



# 3)NGLAIR REFINING COMPANY ERED DENTIFICATION SARD

Subject to all the terms and conditions printed hereon, the below named is granted CREDIT PRIVILEGES of SINCLAIR REFINING COMPANY.

This EXERNES DEC PRINTER TO THE MONTH OF THE PRINTER OF THE PRINTE

Signature of Authorized User

S Parker Francisco Links

4053

BEDIRES DEG. 31, 1957

#### 4060

# COMMISSION EXHIBIT NO. 479.

# Agreement of Merger

This Agreement of Merger, dated as of the 7th day of December, 1955, made by and between Sinclair Refining Company, a Maine corporation, having its principal business office at 600 Fifth Avenue, New York 20, New Work, hereinafter referred to as "Sinclair" and Sherwood Brothers Incorporated, a Maryland corporation, having its principal office at 10 Light Street, Baltimore 3, Maryland, hereinafter referred to as "Sherwood", witnesseth that:

Whereas, Sinclair and Sherwood desire to merge Sherwood into Sinclair;

Now, Therefore, in consideration of the premises and of the covenants herein contained, Sinclair and Sherwood agree as follows:

- 1. Sherwood, a corporation organized and existing under the laws of the State of Maryland and being a whollyowned subsidiary of Sinclair, shall be merged into Sinclair, the parent corporation, effective at the close of business on December 31, 1955, in accordance with the laws of the State of Maine and of the State of Maryland and pursuant to the terms and conditions of this Agreement of Merger.
- 2. Sinclair, a corporation organized and existing under the laws of the State of Maine, shall be the corporation to survive the merger and shall continue to bear the name "Sinclair Refining Company".
- 3. Sinclair was originally incorporated under the general laws of the State of Maine on October 19, 1908 under the name of "The Cudahy Refining Company", said name having been changed to Sinclair Refining Company by a

certificate of amendment filed in the office of the Secretary of State of said state on January 25, 1917. Sinclair qualified to do business in the State of Maryland on January 3, 1920 and is so qualified now.

Sherwood was incorporated under the Jaws of the State of Maryland on December 27, 1921.

- 4. No amendments to the certificate of organization, as heretofore amended, of Sinclair, the surviving corporation, are to be effected as a part of or by reason of the merger accomplished pursuant to this agreement.
- 5. The total number of shares of stock of all classes which Sinclair has authority to issue is 700,000, all being of the same class, having a par value of \$100 each and an aggregate par value of \$70,000,000.

The total number of shares of stock of all classes which Sherwood has authority to issue is 10,000. Such stock is divided into two classes, Class A common stock and Class B common stock.

- documentation 4061 The number and par value of the shares of each class is 5,000 and \$100 each. The aggregate par value of all such shares of all classes is \$1,000,000.
- 6. On December 31, 1955, the effective date of the merger accomplished pursuant to this agreement, all of the shares of stock of all classes of Sherwood shall be cancelled and none of such shares shall be converted into shares of stick of Sinclair.
- 7. The principal offices in the State of Maryland of Sinclair and Sherwood are each located in the City of Baltimore.

Sherwood owns property within the State of Maryland, the title to which could be affected by the recording of an instrument among the Land Records of Baltimore City and the following counties:

Allegany. Cecil -Montgomery Anne Arundel Dorchester Prince Georges Baltimore Frederick Queen Annes Calvert Garrett St. Marys . Caroline . Harford Talbot Carroll . Howard Washington Charles Kent Wicomico = Worcester.

8. The location of the principal office of Sinclair, the surviving corporation, in the State of Maine is 57 Exchange Street, Portland, Maine.

The Corporation Trust Incorporated, 10 Light Street, Baltimore, Maryland, is the resident agent of Sinclair in the State of Maryland, service of process upon which shall bind Sinclair in any action, suit or proceeding pending or thereafter instituted or filed against Sinclair under the provisions of the Subtitle designated "Consolidation, Merger and other Transfers of Property" of Article 23 of the Annotated Code of Maryland.

- 9. This agreement was duly advised and approved by the Board of Directors of Sherwood in the manner and by the vote required by the above Subtitle designated "Consolidation, Merger and other Transfers of Property."
- 10. This merger, which is to be effected in accordance with the laws of the State of Maine and of the State of Maryland, was duly advised, authorized and approved by the Board of Directors and stockholders of Sinclair in the manner and by the vote required by the certificate of organization, as heretofore amended, of Sinclair and by the laws of the State of Maine.
- 11. Upon the merger of Sherwood into Sinclair as provided by this agreement, the separate existence of Sherwood shall cease; all property, rights, privileges and fran-

chises of whatsoever nature and description of Sherwood, including the name of Sherwood, shall be transferred to, vested in and devolved upon Sinclair without further act or deed; Sinclair shall be liable for all the debts and obli-

gations of Sherwood and any claim existing or action 4062 or proceeding pending by or against Sherwood may

be prosecuted to judgment or decree as if the merger had not taken place, or Sinclair upon its motion or the motion of any party to such action or proceeding, may be substituted as a party in place of Sherwood.

In Witness Whereof, Sinclair and Sherwood have caused this Agreement of Merger to be signed and acknowledged in their respective names and on behalf of their respective corporations by their respective presidents or vice presidents, and the respective corporate seals to be affixed and attested by their respective secretaries or assistant secretaries, all as or the day and year first above written.

Sinclair Refining Company By (Illegible)

President

Sherwood Brothers Incorporated By John R. Sherwood

President

Attest:

R. E. Schuster

(Seal) Assistant Secretary

Attest:

Howard Jurgens

(Seal) Secretary.

4063

Acknowledgments

State of New York, County of New York. } ss.

Be It Remembered that on this 7th day of December, 1955, personally appeared before me the undersigned, James M. Flynn, a Notary Public within the County and State aforesaid, James E. Dyer, as President of Sinclair Refluing Company, one of the parties to the within and foregoing Agreement of Merger, known to me and known to me to be such President, and duly acknowledged the execution of the within and foregoing Agreement of Merger as such President and acknowledged the same to be the act, deed and agreement of said Corporation.

James M. Flynn,

(Seal)

Notary Public

Notary Public, State of New York No. 41-6342000 Qual. in Queens Co., Cert. filed with N. Y. Co. Clerk Term Expires March 30, 1956

State of Maryland: City of Baltimore: To Wit:

I Hereby Certify, That on this 8th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore, personally appeared John R. Sherwood, President or Sherwood Brothers Incorporated, a Maryland corporation, and in the name and on behalf of said Corporation acknowledged the aforegoing Agreement of Merger to be the corporate act of said Corporation.

Witness my hand and Notarial Seal the day and year above written

.....

Charles L. Brenner

(Seal)

Notary Public

My commission expires: May 6, 1957.

4064

# Sinclair Refining Company.

### Certificate.

I, R. E. Schuster, duly elected and qualified Assistant Secretary of Sinclair Refining Company, a Maine corporation, do hereby certify that as such Assistant Secretary I have the custody and control of the corporate records of said Corporation and its corporate seal; that the following is a true copy of a resolution duly and unanimously adopted by a majority of the Board of Directors of said Corporation at a meeting of said Board, duly and lawfully held at the Corporation's office in the City of New York, State of New York on December 7, 1955, at which meeting a quorum of said Board was present and participating; and that said resolution is in full force and effect at the date hereof;

Resolved, that it is the opinion and judgment of the Board that it will be to the best interests of the Corporation to merge its wholly-owned subsidiary, Sherwood Brothers Incorporated, a Maryland corporation, into this Corporation in accordance with the laws of the State of Maine and of the State of Maryland; and be it

Further Resolved, that the form of Agreement of Merger, as submitted to and considered at this meeting, which prescribes the terms and conditions of such proposed merger, and the mode of carrying it into effect, be and the same is hereby approved by the Board and shall be delivered to the Secretary for initialing by him and for filing with the minutes of this meeting; and be it

Further Resolved, that the President or any Vice President of this Corporation be and he hereby is authorized and directed to execute said Agreement of Merger on behalf of this Corporation and duly to acknowledge the execution of the same on behalf of this Corporation and the Secretary or any Assistant Secretary be and he hereby is authorized and directed to attest the same and affix the corporate seal thereto; and be it

Further Resolved, that a special meeting of the stockholders of this Corporation be called and held separately at the office of the Corporation at Portland,

Maine on December 15, 1955 at 10:00 A. M. for the 4065 purpose of taking said Agreement of Merger into consideration and submitting the same for adoption or rejection by the stockholders; and be it

Further Resolved, that upon the adoption of said Agreement of Merger by the stockholders of this Corporation, the proper officers of the Corporation be and they hereby are authorized and directed, on behalf of this Corporation, to execute, acknowledge and deliver any and all necessary papers, and to do and perform all such other acts and things as may be necessary or desirable, in their judgment, to carry into effect said merger.

In Witness Whereof, I have subscribed my hard as such Assistant Secretary and have affixed the corporate seal of said Corporation this 7th day of December, 1955.

R. E. Schuster.

(Seal)

· Assistant Secretary Sinclair Refining Company.

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Sherwood Brothers Incorporated.

# Certificate.

I, Howard Jurgens, duly elected and qualified Secretary of Sherwood Brothers Incorporated, a Maryland corporation, do hereby certify that as such Secretary I have the custody and control of the corporate records of such corporation and its corporate seal; that I was Secretary of a special meeting of the Board of Directors of Sherwood. Brothers Incorporated duly and lawfully held at the corporation's office in the City of Baltimore, State of Mary-

land on December 8, 1955 at which meeting a quorum of said board was present and participated and that the following is a true copy of a resolution duly adopted by a majority of the entire Board of Directors of said corporation and that said resolution is in full force and effect as of the date hereof:

Resolved, that it is the opinion and judgment of the Board that it will be to the best interest of the corporation that the corporation be merged into its parent corporation, Sinclair Refining Company, a corporation of the State of Maine, which is the owner of all of the authorized, issued and outstanding stock of this corporation, in accordance with the laws of the State of Maine and of the State of Maryland; and be it

Further Resolved, that the form of Agreement of Merger as submitted to and considered at this meeting which prescribes the terms and conditions of such proposed merger and the mode of carrying it into effect be and the same is hereby approved by the Board of Directors and shall be delivered to the Secretary for initialing by him and for filing with the minutes of this meeting; and be it

Further Resolved, that the President and/or Vice President of this corporation be and he is hereby authorized and directed to execute said Agreement of Merger on behalf of this corporation and duly to acknowledge the execution of the same on behalf of this corporation and the Secretary or any Assistante Secretary be and he is hereby authorized and directed to attest the same and affix the corporate seal thereto; and be it

Further Resolved, that the proper officers of this corporation be and they hereby are authorized and directed on behalf of this corporation to execute, acknowledge and deliver any and all necessary papers and to do and perform all such other acts and things as may be necessary or desirable in their judgment to carry into effect said merger.

In Witness Whereof I have subscribed my hand as such Secretary and have affixed the corporate seal of said corporation this 8th day of December, 1955.

Howard Jurgens,

(Seal)

Secretary.

4067

Sinclair Refining Company.

### Certificate.

I, the undersigned, A. B. Farnham, Clerk of Sinclair Refining Company, a Maine corporation, do hereby certify: that the within and foregoing Agreement of Merger by and between Sinclair Refining Company, a Maine corporation, and Sherwood Brothers Incorporated, a Maryland corporation, prescribing the terms and conditions of the proposed merger of Sherwood Brothers Incorporated into Sinclair Refining Company and the mode of carrying the same into effect, was submitted to the stockholders of Sinclair Refining Company at a meeting of stockholders duly called separately for the purpose of taking said agreement into consideration, said meeting being held on the 15th day of December, 1955, at the office of said Corporation in Portland, Maine; that at said meeting said agreement was submitted to and considered by the stockholders of said Corporation, a vote of said stockholders was taken for the adoption or rejection of said agreement and said agreement was adopted by the unanimous vote of said stockholders who represented all of the voting power of said Corporation.

In Witness Whereof, I have made this certificate and have duly affixed the corporate seal thereto this 15th day of December, 1955.

A. B. Farnham,

(Seal)

Clerk of Sinclair Refining Company.

4068

Verifications.

State of New York: County of New York: To Wit:

I Hereby Certify, That on this 15th day of December, 1955, before me, the subscriber, a Notary Public of the State of New York in and for the County of New York, personally appeared R. E. Schuster and made oath in due form of law that he is the Assistant Secretary of Sinclair Refining Company, a Maine corporation, and that the matters and facts set forth in the within and aforegoing Agreement of Merger with respect to authorization and approval thereof by the Directors and stockholders of said Corporation are true to the best of his knowledge, information and belief.

Witness my hand and Notarial Seal the day and year above written.

Albert V. Nolan,
Notary Public.

Albert V. Nolan
Notary Public, State of New York
No. 30-8152600-Qual. In Nassau Co.
Cert, filed with N. Y. Co. Clerk
Term Expires March 30, 1956

(Seal)

State of Maryland:
City of Baltimore; To Wit:

1 Hereby Certify, That on this 8th day of December, 1955, before me, the subscriber, a Notary Public of the State of Maryland, in and for the City aforesaid, personally appeared Howard Jurgens and made oath in due form of law that he is the Secretary of Sherwood Brothers Incorporated, a Maryland corporation and that he was the Secretary of a special meeting of the Board of Directors of said Corporation duly called and held on the 8th day of December, 1955 at which a quorum was present and that the execution of the aforegoing Agreement of Merger and the proposed merger were approved by a majority vote of the entire Board of Directors of Sherwood Brothers Incorporated.

Witness my hand and Notarial Seal.

(Seal)

Charles L. Bunnel Notary Public. Agreement of merger between Sinclair Refining Company, (A Maine Corp.) the survivor and Sherwood Brothers Incorporated, (A Md. Corp.) approved by the State Tax Commission of Maryland December 30, 1955 and received for record December 30, 1955 at 4:59 o'clock P. M., as in conformity with law and ordered recorded.

Commissioners.

Recorded in Liber 528, follio 483, one of the Charter Records of the State Tax Commission of Maryland.

Capital Increase of Capital

To the clerk of the Superior Court of Baltimore City 4070 State Tax Commission of Maryland

This Is To Certify That the within instrument is a true copy of the Agreement of Merger between Sinclair Refining Company, (A Maine Corp.) the survivor and Sherwood Brethers Incorporated, (A Md. Corp.) as approved and received for record by the State Tax Commission of Maryland, December 30, 1955 at 4:59 o'clock P. M.

As Witness my hand and official seal of the said Commission at Baltimore this 10th day of December, 1957.

Albert W. Ward Secretary

COMMISSION EHXIBIT NO. 483. FEDERAL TRADE COMMISSION FEDERAL TRADE COMMISSION WASHINGTON, D. C. CCKET-NO. 6486 CONNELS EMUCIT NO Statement of COOLEY Trading as Located at ( PORT DICKINSON) Type of outlet. Terms of Lease Brands of TBA carried Tires and tubes. Remarks: Estimated monthly volume: Gasoline 0 16 ain. TBA The suppliers Price information Price Information

ACE REPORTING CO., Chiefel

17/3

4. (Cont.) Other TBA Whentles Cents Supply , Oll y ofen Iron Statesthaten't notely com Price Information truck time of Almost un glory Reason for choosing line of TBA carried: 1. more O . The by the 10 the at present viler I certify that the Afformation recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below; and said information is to the best of my knowledge factual and correct. us Cooks Attorney Examiner
Federal Trade Commission 4078

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factual and correct.

Attorney Examiney
Federal Trade Commission

# COMMISSION EXHIBIT NO. 484. 3642

FEDERAL TRADE COMMISSION GASHINGTON, D. C.

Statement of	FRANK, R BUONGIORNE
Trading as	BUONBIORNE & GAY
Located at	BINGHAMTON, N.Y.
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	TBA 3000 puni dollars
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3643 (Cont.) Other TBA // Sual their that he -Price Information stile that he is being Reason for choosing line of TBA carried: charles aininth Lee althought Kore" 5.70. Same as Jean Lary I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and corroct.

Attorner Dominer of Federal Trade Springion

. . . .

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3644 rage 3 4. (Cont.) Other THE War rental probably if TBA siles were lower. Partniship operation unyone

I certify that the information recorded above and which I have read was given by me in response to the questions of the Attorney Examiner, Federal Trade Commission whose name appears below, and said information is to the best of my knowledge factual and correct.

Attorney Examiner Federal Trade Communication Frankland 12/8 1953

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### RESPONDENT'S EXHIBIT NO. A1.

# Atlantic

This Lease, entered into as of the 1st day of Oct., 1954, by and between The Atlantic Refining Company, a Pennsylvania corporation, hereinafter called "Lessor" and John Chambers hereinafter called "Lessee":

# Witnesseth:

1—In consideration of Lessee's payment of rental and performance of the obligations herein set forth, Lessor hereby leases to Lessee that certain parcel of land at Chester Pike and Clifton Avenue in Sharon Hill, County of Delaware, State of Pennsylvania, more particularly described as follows:

All That Certain piece or parcel of land Situate in the Borough of Sharon Hill, County of Delaware, Commonwealth of Pennsylvania, more particularly described as follows:

Beginning at the intersection of the Northwesterly side of Chester Pike and the Southwesterly side of Clifton Avenue; thence (1) Southwestwardly along said Chester Pike 156 feet more or less to a point; thence (2) Northwestwardly along Florence Avenue 106 feet more or less to a point; thence (3) Northeastwardly 160 feet more or less to a point; thence (4) Southeastwardly along Clifton Avenue 107 feet more or less to the point and place of beginning.

Together with all buildings, improvements and appurtenances situated thereon, as well as all Lessor owned equipment and apparatus installed or to be installed thereon, all hereinafter called "leased premises".

2-The term of this lease shall begin on the 1st day of

October, 1954, and end on the 31st day of December, 1954, subject, however, in the event-such term is longer than one year, to termination by Lessee at any annual anniversary date by giving at least sixty days advance written notice to Lessor.

3—The sole purpose and use of the leased premises shall be the lawful, diligent and businesslike operation of a first-class automotive service station retailing petroleum products and TBA merchandise normally handled at competitive service station outlets. Récognizing that compliance with such authorized purpose and use is essential for the accomplishment of Lessor's desire to obtain a fair rental consistent with the reasonable value of the service station business potential of the leased premises, Lessee agrees that he will use the leased premises only for the purpose and in the manner above designated.

\$ and \$1200.00. Rental shall become due at the time gasoline or motor fuel is delivered to the leased premises and shall be paid not later than twelve (12) hours thereafter. The minimum monthly rental, when applicable, shall be payable on or before the last day of each calendar month. Lessee shall maintain on a current basis accurate records of all gasoline or motor fuel delivered to the leased

premises, and Lessor shall have the right to audit such records at all reasonable times to verify rentals payable hereunder.

5-Lessee shall pay, when due, all charges for telephone, water, gas, electricity, heating, sewage disposal and cesspool cleaning resulting from Lessee's occupancy of the leased premises, as well as all privilege, license, and other governmental charge levied against Lessee or against the leased premises by reason of the conduct of Lessee's business thereon. Lessor shall pay all other taxes, assessments, and governmental charges levied or assessed upon the leased premises ..

6-Should Lessee abandon the leased premises, Lessor shall have the right to terminate this lease. Closing of the leased premises for business for a period of seventy-two (72) successive hours shall be considered as abandonment.

7-Lessee shall use the leased premises with due and reasonable care and shall maintain the same, as well as the adjacent sidewalks, in a clean, orderly, sanitary and safe condition. On termination of the lease, Lessee shall deliver the leased premises to Lessor in the same condition in which Lessee is obligated to use and maintain the same hereunder, reasonable wear and tear and damage due to matters beyond the control of Lessee excepted.

Because of the special need for proper care of porcelain enamel, Lessee agrees that if the service station building is faced with porcelain enamel, Lessee will comply with such

cleaning procedures and techniques applicable thereto 4139 as Lessor may establish from time to time.

Without Lessor's prior written consent, which will not be unreasonably withheld, Lessee shall not make any additions, alterations, or improvements to the leased premises nor place, alter, remove, deface, or obliterate any signs, trade marks or color arrangements appearing thereon.

8—Lessee shall make all repairs and replacements to the leased premises; provided however, that if Lessee gives prompt notice to Lessor of the need thereof, the responsibility shall then pass to the Lessor to make such necessary repairs and replacements as are specified, and provided further, that if in such event the specified repairs and replacements are necessitated by the wilful misconduct or negligence of Lessee, his agents or employees, the cost thereof shall be considered as additional rent payable on the last day of the calendar month next succeeding the month during which such cost is incurred.

9—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of Lessee, his agents or employees, or any cause beyond the reasonable control of Lessor, Lessor, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date Lessor acquired knowledge of such damages and the cause thereof.

10—Lessee shall exercise and be responsible for exclusive control of the leased premises.

11—Should Lessee fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, Lessor can terminate this lease.

Should Lessee at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein Lessor is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from Lessor specifying the default, Lessor can terminate the lease.

Whenever this lease shall terminate, Lessee hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to sum-

mary process, and Lessor shall have the right to retake possession of the leased premises, together with products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12—If Lessee dies, the lease shall terminate automatically. If Lessee becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, Lessor shall have the right to terminate this lease.

13—This lease is personal, does not permit absentee operation, shall not be assigned by Lessee either voluntarily or by operation of law, and Lessee shall not sublet the whole or any part of the leased premises.

14—Subject to the terms and conditions of Lessor's credit card program, outlined by Lessor from time to time, Lessor will (1) accept from Lessee assignment of accounts which result from retail credit sales made by Lessee to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit Lessee the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

16—Lessor reserves the right to enter the premises at all reasonable times for the purpose of ascertaining Lessee's compliance with the agreements herein contained and for making necessary repairs and replacements.

17—This lease is subject to the terms and conditions of any existing lease or contract governing Lessor's rights to

the leased premises. Lessee, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of Lessor's right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

18—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by registered mail addressed to Lessor at 260 S. Broad Street, Philadelphia 1, Pennsylvania and to Lessee at the leased premises.

19—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

The Atlantic Refining Company By J. O. Estlow,

Regional Manager of Marketing. John Chambers.

Witnesses:

H. H. Millerick,

J. F. Muldoon.

Gaa MB 10/13/54

#### 4140 RESPONDENT'S EXHIBIT NO. A.2.

#### Atlantic

# Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and John Chambers of Sharon Hill, State of Pennsylvania hereby agree that their certain Lease Agreement dated Oct. 1, 1954 affecting premises situated at Chester Pike and Clifton Avenue in Sharon Hill County of Delaware, State of Pennsylvania shall by mutual consent expire as of November 28, 1954, because Dealer going with competitive oil company.

In Witness Whereof the parties hereto have duly excented this agreement as of the 29th day of Nov. 1954.

The Atlantic Refining Company
By J. O. Estlow
Regional Manager of Marketing
John Chambers.

Witnesses:

H. H. Millerick Steven Petrison.

B-765 11/53



# 4141 RESPONDENT'S EXHIBIT NO. A-3.

#### A. R. Tombson:

Lease expiration is 3/31/53—this letter is due notice. N. F. N.

February 26, 1953

To the Atlantic Refining Co., 260 S. Broad Street, Phila. 1, Penna.

#### Gentlemen:

You are hereby notified, in accordance with the terms of your lease of the parcel of land upon which is located your Service Station, located at 9th Street, Concord & Kerlin Avenues, in the City of Chester, Delaware County, Pennsylvania, that I desire to determine the lease of said property at the end of the term thereof, to wit: at the end of the 31st day of March, 1953, and that the lease will end at that time; and that thereupon I will deliver up and surrender possession of the said premises to you in accordance with the terms of said lease.

Very truly yours, John Pollack.

JP:RRW

R-ex-A-3-id

# 4142 RESPONDENT'S EXHIBIT NO. A-4.

B-765 11/53

# 1. Atlantie

#### Mutual Consent of Cancellation

For and in consideration of the sum of One Dollar (\$1.00) in hand paid by each of the parties to the other, The Atlantic Refining Company, and Elmer H. Booz, Jr. of Ogden, State of Pennsylvania, hereby agree that their certain Lease Agreement dated June 14, 1956, affecting premises situated at Naamans Creek and Meeting House Roads in Ogden (Upper Chichester Twp.), County of Delaware, State of Pennsylvania, shall by mutual consent expire as of November 14, 1956, because Dealer received better offer from competition.

In Witness Whereof the parties hereto have duly executed this agreement as of the 15th day of Nov., 1956.

The Atlantic Refining Company By: J. O. Estlow,

Regional Manager of Marketing Elmer H. Booz, Jr.

#### Witnesses:

H. A. Millerick Steven Petrison

B-765 11/53

#### 4209 RESPONDENT'S EXHIBIT NO. A-20.

#### TBA Program

Atlantic Dealer Training Program

4210

TBA Program & Orientation

Atlantic Dealer Training Programs
Revised 1957

#### 4211 Props:

· Easel Pad and Crayon

Sample Tires and Batteries

Tire and Battery Illustrations (from TBA Catalog)

TBA Sales Proportion Pieces (from TBA Supplier)

\*Balanced Stock Recommendations (from TBA Supplier)

Tire Spotting Cards

Solicitation Give-Aways (Door Openers) (from TBA Supplier)

TBA Dealer Catalogs

Sample Supplier's Ads

Sample Dealer Ads and Mats

#### Note:

This outline is purposely written in general terms to make it adaptable for all regions. You should add any important features of your Supplier's Franchise to the outline, under the appropriate heading.

#### Time:

4 Hours.

#### 4212 Introduction

This afternoon we want to talk with you about one of the most important features of your Atlantic Franchise—the Tire, Battery and Accessory business. We in the business call it TBA. It's a term you'll want to know more about because TBA merchandise plays a vital part in your business success.

# Two Dealer Operations

Probably the best way to show you the importance of TBA's effect on your station's profit is to examine some facts about Two Typical Dealer operations. We'll discuss the significance of these facts as we go along.

Let's call our dealers John and Bill. Remember that these names are fictional—but the facts and figures involved are typical of hundreds of real dealers whose records we've studied.

# <sup>a</sup> 15,000 a Month

John and Bill both have modern service stations in similar neighborhoods and they both sell about 15,000 gallons of gasoline a month. Let's write this on the pad.

#### Pad

Gallons Per Month

John
Bill
15,000
15,000
(See Pad Diagram)

#### Pad Work

Of course, these dealers sell many other things beside gasoline. We're not going to discuss them here because leter your instructors will seven the selection.

4213 cause later your instructors will cover the sale of all products and services. But for our purpose here, let's put everything else these dealers sold in Octo-

ords that John enjoyed a gross profit on all business of \$1157.00—and Bill's gross profit went to \$1802.00.

(Pad Work Sample Attached)

# Why the Difference?

The question is—Why? When two dealers having the same type facilities in similar neighborhoods sell the same amount of gasoline—why does one gross \$645.00 more than the other?

# Service Station Needs More Than Gasoline Sales

The answer lies in the sale of Other products and services in addition to gasoline. The Bible says "Man does not live by bread alone"—and believe me, a service station doesn't exist on the sale of gasoline alone. We have to have a balanced diet—in our business we call it "Balanced Selling."

#### Balanced Selling

Your instructor will cover the entire subject later, but here we're interested in how TBA helped earn \$645.00 more profit for our dealer Bill. Let's put these figures down. In October, John sold \$246.00 of TBA while Bill's gross sales were \$740.00. Here's the profit story.

4214 Pad

(TBA Gross Profit)

#### TBA Gross

There's the picture—through aggressive welling Bill piled up \$645.00 more gross profit in October than John—even though they both sold 15,000 gallons of gasoline! And TBA provided \$121.00 of that increase—better than 18%!

# TBA More Than 18% of Difference Is TBA Worth Selling?

Is TBA worth selling?

(Get agreement from group)

Well, how did all this come about? Some of you no doubt remember the time when you couldn't even get a tire repaired in a service station—and stations selling batteries were unheard of.

# -Evolution in Marketing TBA

During the last two decades an evolution in the marketing of TBA products has taken place. As late as 1930 Gasoline and Motor Oil were about the only commodities carried by service stations. Motorists purchased their gasoline and oil from the service station and then shopped around for their other needs, Tires were purchased and repaired in tire shops; battery shops, hardware and electric stores filled other wants.

As the number of service stations increased, dealers began to realize that in order to stay in the business they must provide for additional motoring needs and offer one-stop service to their customers. Through the years the motorist came to rely more and more on the service station for all his motoring needs until today the motorist will not take the time to make more than one stop to get his car completely serviced down to the last detail. For this reason and to improve profit possibility, service stations must handle a complete T.B.A. line.

Gasoline and oil are still the fundamental products—they are to the service station what bread and sugar are to the grocer. However, neither the service station or the grocer will ever get very wealthy selling just staples. It is only after a substantial

volume of TBA has been built up that the dealerbegins to realize his full sales expectancy and makes the most of his opportunity in a highly profitable enterprise.

So, while gasoline and oil are the foundation of a service station business, the products that draw customers into the station, dealers cannot keep these customers coming back until they can fill all their other driving needs.

A service station today can realize all its potential profit only through balanced merchandising. That means, briefly, balancing all the motorist's needs against gasoline sales—and then selling those needs through complete service.

4216 (Note to Instructor Use more up-to-date figure—if available)

The trend in consumer buying of automobile tires and tubes is very definitely to oil company outlets. In 1929, 6/10 of 1% of the motorist's tire purchases were handled through service stations. In 1956, the figure has risen to 35%. It's expected that this replacement figure will reach over 40%.

TBA Is Big Business 3 Billion TBA

(To Instructor) Use more up-to-date figure—if available

Those figures mean business—big business—for you as a service station TBA dealer. In dollars and cents, the industry estimates that service stations will sell over 3 billion dollars worth of TBA this year. Think of it—250 million monthly—over 8 million daily—over \$90.00 every time the clock ticks. While we're talking here this afternoon dealers like yourselves will sell over 11 million dollars worth of somebody's TBA!

# TBA Your Business

Any wonder why we say TBA is big business? And it's Your business. Now your next question should be "How can I cut a slice of that melon for My Station?" Well, Atlantic is ready to answer that one with one of the most complete and profitable TBA programs the industry has to offer.

### Atlantic's TBA Associate

In order to provide the best possible TBA program, Atlantic is associated with the best TBA marketer, the (Name) Tire and Rubber Company.

# 4217 Advertising

Everybody knows (Name) because of its powerful, nation-wide advertising drives in newspapers, magazines, radio and TV. You probably couldn't find a community in the country where (Name)'s name isn't known and respected.

# Public Confidence in Familiar Brand

Thousands of dealers all over the country display the (Name) sign in their windows and driveways. They re cashing in on the natural desire of the buying public to do business at a familiar place and to buy familiar merchandise. A customer has to have confidence in you and in your product before you can sell him anything. You get a lot of that confidence ready made when you carry (Name).

#### Public Acceptance

The buying public accepts Atlantic as a leader in the petroleum field and (Name) as a leader in TBA. That is a powerful combination which is one of the most valuable aspects of your Atlantic Franchise.

#### J. Q. Public and Rumors

But before we go any further, let's take a minute to clear up one important point. Most people—Mr. average John Public—know very little about the oil business and they're inclined to believe any of the rumors of stories that are circulated about it. One of those "tall tales" is the claim that service station dealers are forced by threat of lease cancella-

4218 tion dealers are forced by threat of lease cancellation to buy their TBA merchandisc from whomever the supplying oil company specifies.

You Are Free to Buy TBA
of Any Kind
We Think the
the Best for You

Here are the facts: Atlantic offers you the (Name)
TBA franchise because after exhaustive study and
years of our own experience in the TBA business
we sincerely believe it to be the best for you and
the best for your customers.

Let me quote from a letter addressed to all Atlantic dealers in August, 1952 by Mr. D. T. Colley, Vice President and General Manager in Charge of Marketing of Atlantic.

#### Letter from Vice-President

"In the Spring of 1951, The Atlantic Refining Company presented to its dealers for their free acceptance or rejection a TBA sales program which long and intensive research had indicated would yield the greatest profit to you and would best serve the interest of the motoring public.

"I consider it our duty to recommend to you, those services and products which experience and honest research have proven best for you and your customers. However, when we originally adopted this

program, I wrote to you and to our sales force stating that this was an elective program. I now reiterate—that this is Your program, instituted for Your benefit—Yours to accept or reject."

#### Why Best?

We've said the Franchise is best for you. Why? We've already mentioned a few reasons briefly but let's take a closer look at some of the features that make the Franchise is best for you.

Probably the best way to start is to find out what you men think. We realize that this matter of TBA still is rather strange to you but no doubt you have some opinion of your own on just what you'd expect to find in a good TBA program. Suppose you tell me some of these features you'd want and I'll write them on the pad.

#### What Would You Want

What features would you want in any TBA program you bought?

#### Pad

(Draw from group-

- 1. Public Acceptance
- 2. Quality Merchandise-
  - 3. Competitive Price Structure
  - 4. Complete Market Coverage
- 5. Convenient Supply
- 6. Advertising Support
- 7. Sales Prometion Support
- 8. Budget Plan-

422	0 How Meets Your Needs	
	That looks like a list of pretty stiff requirements.	Let's
	see how well the Franchise fills the	
	on each one of them. First.	

Dublio Acco	ntongo
Public Acce	Diance

to the second

# Public Acceptance (Discuss)

T	he		name we	orld-fam	ous.	One of	world's
	largest	rubber	Co's.	Stores	and	Dealers	nation-
	wide.				1		

Multi-million dollar advertising program.

Major tire supplier to new-car manufacturers; creating ready-made replacement market.

#### Quality

# Quality Merchandise (Discuss)

The \_\_\_\_\_ name a symbol of quality in the industry.

#### (Exhibit Sample Tire & Battery)

Tremendous research and development program.

Quality testing labs approve all products.

Road-test fleets check tire quality.

Most important—your customers believe in quality.

#### Competitive Price

# Competitive Price Structure (Discuss)

Huge volume permits attractive dealer margins.

Tire and battery lines meet all ranges of price demand,
—from premium lines to mail-order house competition. You need not fear competition.

Volume discount policy lowers your cost as your sales increase.

#### 4221 Complete Coverage

Complete Market Coverage (Discuss)

A tire for every type of service. Passenger cartruck—farm—industrial—aircraft. Every size and design.

Distribute Illustrations of Tire & Battery Line (Available from Supplier)

Batteries—every size and price range passenger car, truck and industrial.

Accessories—one of the broadest lines in the business (Hold up and leaf through Accessory Catalog. Stress coverage of major items—oil filter cartridges, spark plugs, ctc.)

Best of all, products are grouped in size and price ranges which enable you to obtain broadest popular coverage at minimum inventory investment.

#### Convenient

Convenient Supply (Discuss)

Wherever you go in U. S. you're Near a supply point. One near Your station.

Convenient delivery service.

Stocks at nearby supply point enable you to invest in only fast-moving merchandise. Rely on supply point for less popular items. This speeds up turnover and increases net profit to you. We're going to visit one of these supply points this afternoon.

4222 Advertising

(Show sample Magazine or Newspaper Ad)

# Advertising Support (Discuss)

Nation-wide coverage—radio—TV—magazines—news-papers.

Millions of motorists are pre-sold on your TBA line before they enter your station. Makes job casier. More sales.

Even distant transient customers know and accept your TBA—through advertising. More transient sales.

Promotion (Distribute Sample Promotion Pieces)

# Sales Promotion Support (Discuss).

· Campaign—Special sales—seasonal promotions specially designed for service stations.

Display and promotion kits include Banners—pennants—signs—hand outs—ad mats.

All help you tie-in with national campaigns.

Mass production makes professional material available to you at only fraction of cost.

# Budget Buying

#### Budget Plan (Discuss)

Millions in TBA sold on retail Budget Plans—chain stores—mail order houses—"\$1.00 down and \$1.00 a week" customer.

Budget sales return highest margin on merchandise almost always at full list price.

(2)	
The Co. provides	s complete Budget selling
plans-forms-ads-point	of sale lisplays.
4223 Budget plan your oppor	
Time' TBA. Your	Franchise in lad
complete program.	Pranchise inglude
, complete program.	Ø
Sell Atlantic Credit Card	
Time Payment Plan	
	leitie 20 co oo 1
Stress the advantages of At and the 6 month plan.	lantie 30-60-90 day terms
and the 6 month plan.	v. v. v
Does Fill the Bil	19.
Now let's go back to our orig	inal list of desirable fea-
tures that you helped mal	ke up. Don't you agree
that theFranch	use fulfills every require-
	<b>3</b> 0.
(Review lis	**
That's why we've said	is the best for you
and best for your customer	S.
	•
Stock	
But just having an excellent	Franchise available isn't
enough. Before the profit	s. start to jingle in your
cash register you must firs	st get the stocks of mer-
chandise into your station	and then sell TBA to
your customers. These ar	e two mighty important
steps so let's see how we	can handle them Finet

- "How many tires should I carry?"
  - "What sizes?"

selves

- "What price range?"
- . "What kind of accessories-how many of each?"

the problem of stocks. You might start asking your-

4224 Complete Line Huge Avoid Dead Merchandise Rely on Advice from Experience Talk Stock Over

> As you can see by now, the complete TBA line includes literally thousands of different items-and it takes years of experience to learn how to buy wisely. You probably can imagine the dangers of making illadvised purchases. A dealer who stocks his station with slow moving or "dead" merchandise soon finds his profits suffering. Don't let that happen to you. And it won't if you just take advantage of Atlantic's. and \_\_\_\_\_'s years of experience in TBA and the assistance they're ready to give. Each one of you will want to tak over your own TBA stock situation with the Atlantic and \_\_\_\_\_\_ representatives who will call on you. We can't solve individua! problems here but we do want to give you some sound and basic principles of profitable TBA purchasing that will apply to all of you.

No Empty Wagon (Write on Pad) (Discuss)

1. You can't do business from an empty wagon, must have sufficient stocks.

-customers won't wait while you run to supplier for some popular item.

Diversify (Distribute and Discuss
Bal. Stock Recommendations—
from Supplier) (Discuss)

2.	Keep stocks	balanced-(diversify	your capital	to
	get broadest	coverage of popular	items).	

—The	°C	o. has	planned	assortments	to
fit you	r station—use	them.	1		o.

#### 4225 Get "Deals" (Discuss)

3. Take advantage of "Deals"—("Dating Plans"—
"Season Specials" when available. Special prices
on these programs cut your costs and increase
profits).

# Buy "Packages" (Discuss)

4. Buy "Packages" or Assortments when recommended. Usually these carry a special price or incentive offer and are made up of popular, fast moving merchandise.

# Avoid Unknown Brands (Discuss)

5. Beware of unknown brands—fly-by-night salesmen—dead stock doesn't earn money—it costs money.

# Get Competent Advice (Discuss)

6. Seek competent advice—your Atlantic salesman—your \_\_\_\_\_\_ representative.

# If You Don't Know Jewels-Know Your Jeweler

Probably this last one is the most important. There's an advertising slogan somewhere that says "If you don't know jewels—know your jeweler." That's awfully sound advice and it's true of the TBA business. Atlantic and are ready to help you build a profitable TBA business and the best step you can take is to let them work with you.

#### Let's Sell It

As we move along with our TBA program let's assume now that we have a well balanced stock of fast moving merchandise in our station and now we're ready for the pay-off. Let's sell it!

#### 4226 Other Subjects

Later in your school other instructors will go into detail on the subjects of Display—Solicitation and Retail selling that are so important to your TBA program so we won't attempt a detailed discussion here. But again we'll help you lay down several fundamental rules that are essential to any successful retail TBA sales program.

Take Advantage of Identification (Write on Pad) (Discuss)

1. Identification

Use approved signs and decals.

Customers recognize you as one-stop dealer.

Makes \_\_\_\_\_acceptance work for you.

Identify billheads, ads, stationery, service truck.

#### Display (Discuss)

2. Display

Follow principles you'll learn in display course.

Use TBA supplier's display aids where practicable

but don't make your station look like a bargain' basement.

#### Train (Discuss)

3. Train

Your course includes "Training in a Service Station."

Use what you learn. Train your men to know their products and to sell!

4227 Solicit (Distribute Spotting Cards, Door-openers, etc.) (Discuss)

4. Solicit

Use prospect lists—direct mail—neighborhood calls and tire spotting.

.Use TBA supplier's solicitation materials.

Use what you learn in your "Solicitation" course.

# Advertise (Discuss)

- 5. Advertise
- Use \_\_\_\_\_''s free mat service.

  Ask Atlantic salesman's aid in planning advertising.

# Sell (Discuss)

6. Sell!

This is the one that counts—
Tomorrow you'll begin your work in Retail Selling—make the most of it!
Without sales know-how you just can't have a successful TBA program.

# Follow-Up (Discuss)

7. Follow-Up

To insure customer satisfaction.
Be ready for repeat sales.
Look for sale of other items to the same customer.
Course coming in "Follow-Up System"—it's a
powerful TBA selling tool.

# 4228 All Fits Together to Make

### Successful Dealership

We probably could talk for the rest of the day about How to Sell TBA and get a lot out of it. But as I've pointed out nearly all the other subjects in this course are important to TBA sales—and you'll deal with each one individually during the program. I'd like you to notice particularly how each part of this program dovetails into all the other parts. And

they all build a successful dealership. If you'll apply what you learn in these other subjects to TBA you just can't help being an outstanding TBA merchant. And that's where you'll find those Extra profits we talked about in the beginning.

#### TBA Movie

Now we're going to look at a TBA movie. You'll like it I'm sure and you'll find many of the points we've discussed are emphasized in the picture.

(Point out particular things to look for) (Show Firestone "TBA is Big Business" or Goodyear "We the Customer")

#### Review

That picture pretty well proves the points we've established ourselves. Before we move on let's briefly go over them again.

(Review 7 Selling Fundamentals briefly)—discuss in terms of movie.

#### 4229 Catalog

How to Use

One of the most important tools we have to help us sell TBA is the dealer catalog. No one could possibly remember all the thousands of prices and specifications we have to deal with but we must know how to find the answers quickly in the catalog. These catalogs will be available to keep in your own station and you'll find them easy and simple to use after you've tried it a few times. Let's go through it briefly right now. (Distribute Dealer Catalogs)

#### Instruction

Proceed to instruct in each of the following:

a-use of index

b-how to fine particular items

c-how to find prices
d-any important data peculiar to your supplier's
catalog

Examples

Example—Premium tire for 1950 Plymouth—Original equipment replacement battery for 1948 Buick Series 60, etc.

#### Problems

(Give trainees several problems similar to those mentioned and have them continue to search the catalog until they use it properly)—collect catalogs.

# 4230 Tour :

Now we're going to take you right into the TBA business so you'll get a first hand look at some of the things we've talked about this afternoon. We've arranged a visit to one of \_\_\_\_\_\_'s nearby supply points and we think you'll enjoy seeing how the business operates.

# Suggestion

(Take trainees to supply point). Introduce them to manager and if possible have manager accompany you on tour of store. Point out and briefly discuss the following:

New Tires (different types)

Retaps

Batteries.

Major Accessories

Displays

Point of Sale Advertising

Any current campaign or promotion.

4231

#### Pad Work-Sample

	October	
	John	Bill &
Gasoline	15,000	15,000
Total Gross Profit	\$1157.00	<b>\$1802.00</b>
	Why!	
TBA Gross Sales	\$246	\$740
TBA Gross Profit	\$ 60	\$181
Gross Profit Per Gal.	7.7¢	12¢

#### 4298 RESPONDENT'S EXHIBIT NO. 31A.

#### Policy

#### Long Term Dealer Lease

- 1. Upon the expiration of his current, lease term, any Dealer who has operated his station during the preceding two years in conformance with the standards established by the "purpose and use" clause of Atlantic's revised lease form (Clause 3), shall be eligible for a three year lease. The three year lease shall provide an exclusive option on the Dealer's part to cancel on any annual anniversary date thereof by giving Atlantic at least sixty days advance written notice. The original specified rental shall remain the same during the entire three year period.
- 2. Any Dealer not eligible for a long term lease in accordance with the above may be eligible for a one year lease only if upon the expiration of any subsequent lease he shall have a record of having operated his station for two consecutive years without receiving any

written warnings specifying a default in compliance with the "purpose and use" clause under the revised lease form and failing to remedy such default within fifteen days following receipt of the corresponding warning.

In those cases where it seems desirable from a business viewpoint to afford a dealer a longer period than the usual fifteen days, the longer period should be specified in the warning letter.

- 3. Any Dealer whose record of operation during a three year lease shall not involve any unremedied defaults of the type specified in the preceding paragraph shall be eligible for another three year lease.
- 4. The above shall not be construed as meaning that Dealers will, upon termination of current or future leases, become automatically entitled to a new lease of either one year or three years duration. The policy is intended to mean that if Atlantic in its own discretion decides to enter into another lease arrangement with the Dealer upon the expiration of current or future leases, then, in such event, the Dealer's new lease will be either a one year lease or a three year lease in accordance with the policy described above.
- This Policy is subject to change at Atlantic's sole discretion. Any change will not, however, affect leases outstanding at such time.

Domestic Marketing Dept. (attachments) Revised June 21, 1955. 1299 RESPONDENT'S EXHIBIT NO. 31B.



#### Policy

# Long Term Dealer Lease Attachment No. 1

1953

#### Dear Sir:

Atlantic's basic policy with Atlantic Dealers can be summarized in four words—Completely Fair, Businesslike Treatment.

You know without being told that each Atlantic station which is well run helps all your fellow Dealers operating Atlantic stations. And we also know what the "dogs" do for us.

Atlantic is adopting a new lease policy which is intended to reward Dealers who have demonstrated their capacity to operate superior service stations with the security that goes with the possession of a longer lease.

The attached page summarizes the new policy, and an Atlantic representative will be available to discuss both it and our new Service Station Lease form with you prior to the expiration of the current annual term of your particular lease.

The object of the new plan is simply to encourage superior Dealer performance by rewarding it.

Domestic Marketing Dept. January 2, 1953

# Respondent's Exhibit No. 31C-D.

4300 RESPONDENT'S EXHIBIT NO. 31C-D.

Policy

#### Long Term Dealer Lease

Attachment No. 3

(Suggested form letter to be discussed with Dealers and sent contemporaneously with execution of each revised lease form)

(Same date as lease execution)

Atlantic welcomes you as the Lessee of one of its service stations.

We have leased to you a modern, functional physical plant at a location carefully selected to produce profitable business in volume.

You have agreed to undertake the lawful, diligent and business-like operation of a first-class service station.

How can you do it?

First, let us emphasize that it is your business. We can't do your thinking nor your work. Your success or failure will depend upon your own business judgment, skill, imagination and initiative.

Secondly, we want to summarize some of the well-established standards which have been proved by experience to be necessary for the businesslike operation of a first-class service station. They are:

- 1. Housekeeping Clean, sanitary premises inside and out.
- 2. Use and Upkeep—Careful use and upkeep of building and equipment in safe, good operating condition.

- 3. Display—Neat, orderly arrangement of merchandise and advertising in a manner reasonably calculated to attract and solicit the attention of the motoring public.
- 4. Illumination—Safe and adequate to attract customers during night operations.
- 5. Personnel—Sufficient manpower to give prompt service and allocated to handle peak operating hours. Clean uniforms, courteous, trained to sell, adequate knowledge of services to be rendered.
- 4301 6. Hours of Operation—Uniform daily operating schedule based on buying habits of potential trade in the area.
  - 7. Services—At least on a par with competition as to kinds of services rendered and efficiency of performance.
    - 8. Adequate Inventory—Quality products and merchandise on hand to serve normal customer needs without delay.
  - 9. Sales Promotion—Regular program for expanding sales, involving direct mail campaigns, personal solicitation, and advertising.
  - 10. Prices-Competitive, quality and service considered.
  - 11. Accounting—Maintenance on current basis of records adequate to reflect financial status and return from various phases of your business.

We wish you success. And remember that each station which is well run helps all your fellow dealers operating Atlantic service stations.

Regional Manager

Domestic Marketing Dept. January 2, 1953

#### 4302 RESPONDENT'S EXHIBIT'NO. 31E-F.

Policy

Long Term Dealer Nease
Attachment No. 4

# Proposed Reporting Procedure

- A. General—In every case where a service station lease is terminated, or where upon expiration of the lease we do not execute a new lease with the same dealer, the District will make a written report to the Region of the principal reason or reasons for termination or failure to continue the lease relationship. Data supporting the reasons can be kept at the District Office.
- B. Mutual Cancellations—Most of our lease relationships are terminated via the mutual cancellation router. It is proposed that our present mutual cancellation form be amended to include a space for statement of reasons for cancellation. Such statement will represent the mutually agreed upon reasons for cancellation. In such cases, the requirements of the suggested Reporting Procedure will be met by the Regional Office merely retaining an executed copy of the mutual cancellation form.

The amendment to the present form will be handled by adding at the end of the part which describes the lease, the following words:

shall by mutual consent expire as of

, 19 because

Examples of how the "because" blank in the revised form might be filled in, dependent, of course, on the facts involved in each case, are:

- (1) Because the parties are not in agreement as to whether Joe Smith has maintained clean, sanitary restrooms.
- (2) Because the parties are not in agreement as to whether Joe Smith has taken proper care of the station equipment.
- (3) Because of disagreement as to the standard of cleanliness that ought to be maintained at the station.
- (4) Because of disagreement as to whether Joe Smith has had adequate manpower at the station.
- (5) Because of disagreement as to whether Joe Smith has maintained competitive business hours of operation.
- (6) Because construction work is scheduled for the station.
- (7) Because street repairs have reduced station revenue.
- (8) Because of Joe Smith's poor financial position.
- (9) Because of personal reasons of Joe Smith.
- 4303 (10) Because of disagreement as to whether Joe Smith has maintained an adequate inventory of merclandise to serve customers without delay.
- C. Termination because of breach—Normally there will be a formal written notice to the lessee. A copy of such notice and any preceding warning letters specifying a default will satisfy the Reporting Procedure.

Example: You are hereby notified that our service station lease dated ......, 19 is terminated

effective today. Although there may be other grounds justifying this termination in accordance with the lease provisions, we are specifying particularly your failure to:

- (1) Pay rent when due, or
- '(2) Maintain a safe station, or
- (3) Maintain continuous operations, or
- (4) Maintain a clean station, or
- (5) Maintain 'adequate, competent manpower, or
- (6) Maintain adequate bookkeeping records, or
- (7) Etc.

In cases of abandonment we should have a short, concise written report setting forth the facts.

D. Expiration of lease and we don't execute a new one with outgoing dealer—A short written report somewhat along the following lines:

- (1) Joe expressed a desire to get in some other kind of business, or
- (2) Joe's performance has been below average.
  With the right kind of lessee, this station should sell a considerably increased gallonage, or
- (3) Jog consistently ran a dirty station, or
- (4) Joe was always in financial trouble, had difficulty paying his bills, or
- (5) Joe never did take proper care of our equipment, or
- (6) Joe could never maintain pleasant relations with his customers and this hurt his sales performance, or
- (7) Etc.

Domestic Marketing Dept. January 2, 1953 [fol. 3680].

# IN THE UNITED STATES COURT OF APPEALS FOR THE SEVENTH CIRCUIT Nos. 13339 and 13340

September Term, 1963 January Session, 1964

THE GOODYEAR TIRE & RUBBER COMPANY, Petitioner,

FEDERAL TRADE COMMISSION, Respondent.

THE ATLANTIC REFINING COMPANY, Petitioner,

FEDERAL TRADE COMMISSION, Respondent.

Petitions to Review and Set Aside Order of the Federal Trade Commission.

# Opinion-April 24, 1964

Before Schnackenberg, Castle, and Swygert, Circuit Judges.

Swygert, Circuit Judge. The Goodyear Tire & Rubber Company and the Atlantic Refining Company request a review of the Federal Trade Commission order based upon a complaint charging a violation of section 5 of the Federal Trade Commission Act<sup>1</sup> and which challenged the legality of distribution of tires, batteries, and automobile accessories (TBA) to service stations under a sales commission agreement between petitioners.

[fol. 3681] Goodyear is an Ohio corporation engaged in the manufacture, sale, and distribution of rubber products,

<sup>&</sup>lt;sup>1</sup> Federal Trade Commission Act § 5(a)(1), 66 Stat. 632 (1952), 15 U.S.C. § 45(a)(1) (1958), reads as follows:

Unfair methods of competition in commerce and unfair or deceptive acts or practices in commerce are declared unlawful.

including tires and inner tubes. It is the largest manu-

facturer of these products in the United States.

Atlantic, a Pennsylvania corporation, is a major producer, refiner, and distributor of gasoline and other petroleum products. It markets its products in seventeen states

along the eastern seaboard.

The complaint issued by the Commission alleged that Atlantic produces and sells petroleum in commerce to wholesale distributors, automobile service stations, and others; that the distributors and retailers, ostensibly independent, nevertheless, are under the domination and control of Atlantic; that Goodyear and Atlantic entered into a sales commission contract whereby Atlantic agreed to promote the sale of Goodyear products, that is, tires, batteries, and accessories (TBA), to Atlantic's distributors and service station dealers located in a part of Atlantic's sales territory; that Atlantic had a similar contract with Firestone Tire & Rubber Company for the balance of Atlantic's territory; and that Goodyear had similar contracts with a number of other oil companies which, like Atlantic, dominate and control their distributors and service station dealers. The complaint further alleged that Atlantic is paid a sales commission by Goodyear and Firestone on their products which are sold by Atlantic's distributors and service station dealers. The complaint charged that by the use of the sales commission agreement and the practices of the two companies thereunder, Atlactic and Goodyear have restrained competition in the sale of TBA, and committed unfair acts and practices proscribed by section 5 of the Federal Trade Commission Act.

The hearing examiner dismissed the complaint against Goodyear, upholding the legality of the sales commission. contract, but found that Atlantic had violated section 5 of the act by forcing a substantial number of its dealers to purchase Goodyear TBA. The examiner's order against

Atlantic prohibited future actions of coercion.

Both Atlantic and general counsel for the Commission appealed from the examiner's ruling. The Commission sustained the examiner's finding that Atlantic had coerced its dealers to purchase sponsored TBA but held that the coercion was symptomatic of a more fundamental restraint

of trade, inherent in the sales commission plan itself. The [fol. 3682] Commission said that the principal issue raised by the complaint was the legality of the Goodyear-Atlantic contract. It noted, however, that Atlantic had a similar agreement with Firestone and that Goodvear had like agreements with a number of oil companies other than Atlantic.

The Commission determined that the sales commission method of marketing TBA is "a classic example of the use of economic power in one market (here, gasoline distribution) to destroy competition in another market (TBA distribution)." It found that Atlantic, which sells gasoline, has used its economic power over its dealers to cause them to carry substantial amounts of a different product. TBA; also, that the effects of the sales commission system are anticompetitive at the manufacturing, wholesale, and retail levels. It found that Goodyear's manufacturing competitors have been substantially precluded from selling TBA to the Atlantic service stations assigned to Goodyear; that wholesalers of TBA have also been substantially precluded from selling to Atlantic's service stations; that Goodyear wholesalers who are not supply points have been similarly restricted; and that Atlantic service station dealers have been restrained in marketing nonsponsored TBA. Finally, the Commission found that the public has suffered because lack of competition among the service stations' suppliers of TBA has precluded the possibility of price reductions to the consumer.

The Commission based these conclusions on the components of the sales commission system which include advance notice to Goodyear and Firestone of the selection of new dealers by Atlantic, training schools for Atlantic dealers in which Goodyear and Firestone TBA are used in demonstrations, sales solicitation by Atlantic salesmen of sponsored TBA from dealers, double teaming, use of a reporting technique whereby the tire company reports to Atlantic the TBA purchases of each dealer, Atlantic's recommendation to each dealer of a minimum Goodyear or Firestone TBA inventory, and Atlantic's assistance in advertising, and providing credit card facilities for the sale

of sponsored TBA.

Upon finding the sales commission system an unfair method of competition, the Commission revised and expanded the examiner's order. The order of the Commission not only prohibits Atlantic from coercing its distributors and dealers to purchase a particular brand of TBA [fol. 3683] but also forbids its participation in any sales commission arrangement for the distribution of TBA. Further, the order prohibits Goodyear's participation in any sales commission arrangement with Atlantic or any other oil company for marketing its TBA.

Upon a consideration of the record as a whole, we conclude there was substantial evidence to support the Commission's ultimate findings and conclusions and that its

order should be affirmed in all respects.

To narrate all relevant facts would extend our discussion unduly; we undertake a summary.

# Atlantic's Operations.

Atlantic has three major kinds of customers: wholesale distributors, retailers, and commercial accounts; the last class was not involved in the administrative proceeding.

Wholesale distributors maintain their own storage facilities and resell Atlantic's products under its brand names to their retail customers, including service stations. In 1956 there were 236 Atlantic distributors selling to 2,897 service stations.

Retail dealers who purchase directly from Atlantic are of two classes: lessee-dealers, that is, service station operators who do not own their stations; and contract dealers, station operators who own their stations or lease from parties other than Atlantic, or operate garages, grocery stores, and similar establishments. The company had 5,537 direct retail dealers in 1956. Lessee-dealers accounted for approximately thirty-nine per cent of Atlantic's total gasoline sales in 1955 and the contract dealers eighteen per cent.

The usual lease between Atlantic and its lessee-dealers provides for a one year term with automatic renewal from year to year unless written notice is given before the expiration of any term. When the lease is executed the dealer is required to sign an "Eleven Point Lease Letter"

which prescribes operational standards for the service station. These include housekeeping, use and upkeep, display, illumination, personnel, hours of operation, services, adequate inventory, sales promotion, prices, and accounting. The standards are enforced by Atlantic through the surveillance of its sales personnel and so-called "phantom customer inspectors."

The Commission found that the eleven point letter is an [fol. 3684] integral part of the lease; that Atlantic at its option may terminate the lease in the event of its breach; and further, if a dealer violates any of the requirements of the letter, he is warned that the lease will be cancelled unless the noncompliance is remedied within fifteen days.

Atlantic adopted a policy in 1953 providing that any lessee-dealer who establishes a two year record of satisfactory operation is eligible for a three year lease. Moreover, Atlantic after 1953 no longer required its dealers to purchase Atlantic products except lubricants. The record shows, however, Atlantic's dealers handle its products exclusively.

In 1956 fifty per cent of the 3,044 Atlantic contract dealers operated service stations; the others operated grocery stores, garages, and similar outlets (outlets other than service stations ordinarily do not handle TBA).

Although contract dealers do not lease their stations from Atlantic, they usually enter into two kinds of agreements with the company, one providing for loans of station equipment and the other for the purchase of a minimum amount of gasoline. The loan agreements for equipment provide that Atlantic will install but the dealer must maintain the equipment (gasoline pumps, storage tanks, signs, compressors, etc.). The agreements ordinarily are for a one year term but may be terminated by notice of either party at the end of the original or any subsequent term. Atlantic may repossess its equipment upon termination of the contract; however, if the agreement is cancelled because of a breach by the dealer, Atlantic requires him to pay both the cost of installation and removal of the equipment or Atlantic has the option to leave the equipment and require him to pay for it.

Atlantic makes the same type of contract with its wholesale distributors for the purchase of gasoline as required of its contract dealers. The company, moreover, reserves the right to change the service stations' source of supply from Atlantic itself to its distributors.

Goodyear's Operations.

Goodyear has tire factories in five states. It also has fifty-seven warehouses from which its tires and the accessories it markets are distributed to wholesale and retail outlets. The batteries which Goodyear sells are distributed directly by the companies manufacturing them.

[fol. 3685] Goodyear operates approximately 500 company owned wholesale-retail stores throughout the United States. It also has more than 12,000 independent franchised dealers as well as a number of unfranchised dealers; both sell at wholesale and retail.

#### TBA.

TBA is an integral part of service station operations. Dealers must carry it in order to give complete service to motorists and to operate their stations at a profit. There are a large number of TBA items available to dealers, and there are constant changes and production developments in TBA of which the dealers must be trained and kept informed. Every major oil company offers some kind of TBA program to give training and advice to its service station dealers.

# Atlantic's Purchase-Resale Plan.

For a number of years before Atlantic entered into sales commission contracts with Goodyear and Firestone, it merchandised TBA under a plan known as "purchase-resale."

Under this plan the oil company sells to its dealers at wholesale TBA products which it has purchased and warehoused. The products are merchandised either under the labels of various manufacturers or under the oil company's own labels. Atlantic under its purchase-resale plan bought Lee tires from the Lee Tire and Rubber Corporation, Exide batteries from the Electric Storage Battery Company,

and various accessories from other suppliers, and sold these products to its wholesale distributors and retail dealers. Between 1948 and 1950 Atlantic's sales of TBA to its distributors and dealers amounted to \$22,000,000.

Atlantic became increasingly dissatisfied with the purchase-resale plan. It asserts that outside of the Philadelphia area the ready availability of Lee tires diminished and it could not give good delivery on batteries or keep them properly charged. It asserts further, that its warehouses were unsuited for handling accessories, and it was difficult to maintain an adequate supply of TBA to meet the demands of its dealers.

In 1948 and 1949 Atlantic conducted a survey of its dealers to determine their preferences of brands, sources of supply, and other aspects of TBA marketing. Sixty-[fol. 3686] seven per cent of the dealers interviewed preferred Lee tires and seventy-nine per cent preferred Exide batteries over competing brands. Only eleven per cent preferred carrying Goodyear tires and four per cent Firestone. A majority preferred to purchase their TBA from more than one source because of price advantage and variety of brands. Nevertheless, Atlantic, after conducting experiments under sales commission arrangements with both Firestone and Goodyear, entered into sales commission contracts with these companies, effective March 1, 1951, covering its entire marketing area and assigning a portion of its sales territory to each company.

While negotiating the Goodyear and Firestone contracts, Atlantic asked certain battery manufacturers whether they would offer a program similar to that of Goodyear or Firestone. Several manufacturers indicated an interest. However, both Goodyear and Firestone said they would refuse to sell only tires under the sales commission plan and insisted that they be allowed to handle batteries and accessories as well as their own products.

In order to effect the transition to the new plan; Atlantic held numerous meetings with its dealers at which its own representatives and those of Goodyear or Firestone explained the new program. The dealers were told that the plan was a change in company policy; that Atlantic wanted them to carry Goodyear or Firestone TBA rather than Lee tires and Exide batteries and that the switch would be to the dealers' benefit. Letters were also sent to the dealers advising them of the availability of the new TBA program and urging them to take advantage of it. A Goodyear representative commented on the arrangement with Atlantic, "After years of courtship Atlantic and Goodyear have wed," and "We welcome wholeheartedly this

merger."

To commence the plan, Atlantic gave Goodyear and Firestone the names of its dealers in their respective territories so that their advertising could be installed at the service stations. Under Atlantic's policy this meant that only Goodyear or Firestone identifications were to be displayed at Atlantic stations. Atlantic salesmen accompanied either by Goodyear or Firestone salesmen contacted the dealers concerning the change-over to sponsored TBA, and Atlantic received progress reports from Goodyear and Firestone. [fol. 3687] The reports included the names of dealers who refused to permit the installation of Goodyear or Firestone signs.

Within nine months after the sales commission system was inaugurated, Lee and Exide lost seventy-five per cent of their Atlantic sales notwithstanding the dealers' previous indication of a preference for these products. By October, 1951 ninety-seven per cent of Atlantic's New England region dealers and ninety-six per cent of its New York region dealers had signed with Goodyear. Firestone also signed virtually all the Atlantic dealers in its territory.

The Sales Commission System.

The sales commission contract between Goodyear and Atlantic and the contract between Firestone and Atlantic are similar. Under the contracts, Atlantic assigned to Goodyear its New England, New York, and Philadelphia-New Jersey marketing regions and to Firestone its eastern Pennsylvania, western Pennsylvania, and southern regions.

By the terms of the Goodyear contract, Atlantic receives a commission on all Goodyear TBA sold to Atlantic dealers in the territory assigned to Goodyear in return for Atlantic's efforts and cooperation in promoting the sale of Goodyear TBA to those dealers. Atlantic's contractual assistance to Goodyear includes continuous efforts, suggestions, and counseling its dealers that they maintain adequate Goodyear stock, joint calls with Goodyear salesmen upon the dealers, and the institution of a dealer TBA training

program.

An important part of the Goodyear contract is the assignment of each Atlantic dealer to a specific supply point designated by the tire company. The supply point is a TBA wholesaler who may be a Goodyear company operated store, a franchised Goodyear dealer, of an Atlantic service station dealer or distributor who at the same time is a franchised Goodyear wholesaler. Atlantic receives ten per cent commission<sup>2</sup> on all purchases of Goodyear TBA made by its retail dealers from the tire company's supply points and seven and one-half per cent on purchases by Atlantic's wholesale distributors.

When Atlantic selects a new retail dealer, at least three [fol. 3688] separate interviews are held with the applicant at which the sales commission program with Goodyear is explained. The dealer is told that most Atlantic stations in the Goodyear territory are identified "Goodyear" and that it would be to his advantage to carry that company's products. When an applicant is selected but before he is given a lease, he attends an Atlantic training school where extensive discussions and demonstrations of Goodvear TBA are conducted. Atlantic's sponsorship of Goodyear TBA is explained. The prospective dealer is told what Goodyear inventory he should carry and that he should use approved Goodyear signs, decals, and advertising mats. Goodyear is advised of the opening of the applicant's station, and the new dealer is informed of the Goodyear supply point to which he has been assigned.

Atlantic establishes TBA quotas for its dealers which are considered "an agreed upon obtainable objective." Goodyear reports to Atlantic the monthly purchases of its products by each Atlantic dealer. This procedure en-

<sup>&</sup>lt;sup>2</sup> Although termed a sales commission contract, the payments to Atlantic are not commissions on sales made by it but are override payments on sales made by Goodyear supply points to Atlantic's dealers.

ables the oil company to check on the dealers' progress in selling sponsored TBA and also serves as an accounting method for ascertaining the sales upon which Goodyear

pays Atlantic its commission.

Atlantic salesmen police the dealers' contractual obligations with the oil company by contacting the dealers regularly. It is the salesman who makes the initial recommendation whether a dealer's lease or contract is to be renewed. Atlantic salesmen not only promote the sale of their own company's products but also Goodyear TBA; they help plan sponsored TBA promotions, they write up TBA orders, and they check the dealer's books to ascertain whether nonsponsored TBA has been purchased.

Under the sales commission system, the dealers are visited regularly by a Goodyear salesman accompanied by an Atlantic salesman. Goodyear considers "double teaming" an effective means of selling its TBA. This duality of sales effort is continued at dealer meetings by the presence of representatives of the tire company and the oil company.

Atlantic reserves control over the advertising and identification that may be displayed at its service stations. Its policy is that only sponsored TBA identification should be displayed. Moreover, Atlantic credit cards include TBA. From 1951 to 1953 the credit card facility was limited in Goodyear territory to Goodyear TBA.

I.

[fol. 3689] The Supreme Court in F.T.C. v. Cement Institute, 333 U. S. 683, 693 (1948), indicated that the Federal Trade Commission Act grants "the Commission and the courts... adequate powers to hit at every trade practice then existing or thereafter contained, which restrained competition or might lead to such restraint if not stopped in its incipient stages." The Commission has a latitude of flexibility within which it can restrain any new unfair method of competition "which the ingenuity of competitors may devise." 3

Unfair methods of competition proscribed by section 5 of the Federal Trade Commission Act cannot be classified rigidly into categories of business methods that stifle com-

<sup>3</sup> S. Rep. No. 597, 63d Cong., 2d Sess. 13 (1914).

Although petitioners contest the view of the general counsel that the Commission grounded its order on the existence of an illegal tying arrangment the Commission found that the sales commission system is, in effect, such an arrangement. It went on to explain, however, that because of the peculiar features of the system, it did not rest its decision on a "mechanical application of the rule of the Northern Pacific and Osborn cases." The Commission said:

The issue here is the legality of respondents' use of a particular method of distributing TBA products. Atlantic has sufficient economic power with respect to its wholesale and retail petroleum distributors to cause them to purchase substantial quantities of sponsored TBA even without the use of overt coercive tactics or of written op oral tying agreements, and this power is a fact existing independently of the particular method of distributing or sponsoring TBA used by Atlantic. Determination of illegality in this context requires an evaluation of competitive effects resulting from the sales commission method of distributing TBA used by these respondents.

The heart of this case is the economic power Atlantic possesses over its service station dealers. Ostensibly, they [fol. 3690] are independent businessmen; but behind the legalistic facade of independence, there exists a servitude caused by the coercive pressures which Atlantic exerts upon its dealers. The keystone of the actual relationship between Atlantic and its dealers is the lease and the equipment loan contract with their short term and cancellation provisions. Without repeating all the components of the relationship, it is evident that the service station dealer is more of an economic serf than a businessman free to purchase the TBA of his choice. We believe the Commission, in evaluating the evidence, correctly found that if a dealer wishes to continue in good standing with the company and

Northern Pac. Ry. v. United States, 356 U.S. 1 (1958); Osborn v. Sinclair Refining Co., 286 F. 2d 832 (4th Cir. 1960).

retain his lease or contract, it is advantageous that he carry sponsored TBA.

On the issue of coercion the examiner said:

It is clear from the record in this proceeding that the Atlantic dealers did not consider the nonforcing letter as giving to them free and unhampered authority and the blessing of Atlantic to handle whatever TBA they might see fit. Both the dealers and the Atlantic salesmen accepted this letter for what it said: namely, that the dealer at the time of the change-over and prospective dealers thereafter had the right to select or reject the TBA sales program offered by Atlantic. The prospective dealer making application for an Atlantic station would not likely reject offhand the program submitted by Atlantic, and such rejection could very well affect his selection as an Atlantic dealer. After a dealer selected a TBA program, the Atlantic salesmen insisted, and saw to it, that the dealer hewed to the line. insofar as the more important items of TBA were concerned. The salesman would be expected to insist upon the purchase of sponsored TBA, as such purchases were reflected in the commission which the salesman received.

He concluded that "coercion and pressure were used [by Atlantic] on a substantial number of dealers to induce them to purchase sponsored TBA and to discontinue the purchase or display of nonsponsored items."

The Commission affirmed the examiner's finding of coercion. It, said that although the proclaimed policy of Atlantic has been to permit its dealers to carry whatever TBA they choose, the policy in practice is ignored and the [fol. 3691] dealers "have been orally advised by sales officials of the oil company that their continued status as Atlantic dealers and lessees will be in jeopardy if they do not purchase sufficient quantities of sponsored TBA."

The Commission referred in particular to witnesses representing suppliers competing with Goodyear and Firestone who testified that the dealers responded negatively to their sales efforts because the dealers felt they were

required to purchase sponsored TBA. There was evidence that if the dealers purchased nonsponsored TBA, they were told by Atlantic to return it or, in any event, not to display it. There was also testimony that leases had been cancelled or allowed to ferminate because dealers had purchased nonsponsored TBA.

Atlantic contends that the finding of coercion is not supported by substantial evidence. It says that the finding rests on the testimony of only thirteen dealers out of more tean five thousand; that these isolated instances of "unauthorized" coercion are insufficient to establish a violation of Atlantic's "free choice policy." We disagree. The evidence relating to overt coercive tactics, although not extensive, must be considered with the testimony of the witnesses representing competing suppliers to the effect that the dealers felt that if they did not carry sponsored TBA they risked reprisal. Also to be considered are the policing tactics of Atlantic's salesmen and the surveillance by the so-called phantom customer inspectors. Moreover, it should be noted that the examiner, in considering the testimony of the dealers who testified for Atlantic, recognized that these witnesses "were under considerable pressure because they were naturally interested in not jeopardizing the renewal of their leases."

Atlantic's contention that sporadic reprisals against dealers are an insufficient basis for finding coercion is answered in *United States* v. *Loew's Inc.*, 371° U. S. 38, 50 (1962). There, the Court said:

Appellants . . . make the . . . argument that each of them was found to have entered into such a small number of illegal contracts as to make it improper to enter injunctive relief. We disagree. Illegality having been properly found, appellants cannot now complain that its incidence was too scattered to warrant injunctive relief.

[fol. 3692]. Atlantic's power to cause its dealers to carry either Goodyear or Firestone TBA does not depend upon overt coercive methods. The totality of facts surrounding the relationship between the oil company and the dealers

points to one conclusion: the oil company is able to exert sufficient economic power over its dealers so that for all practical purposes they are required to carry sponsored TBA.

Atlantic says that its influence over its dealers to purchase sponsored TBA short of force, threat, or intimidation is lawful; that it may recommend high quality TBA to its dealers; and that such action serves a legitimate business purpose in the promotion of the sale of gasoline. This would be a persuasive argument except for the dealers' economic dependency upon the oil company. In that setting, recommendation is tantamount to command. Covert practices are as efficient as overt action. Sophisticated methods of pressuring the dealers into carrying sponsored TBA are as effectual as express covenants and open threats. Osbori v. Sinclair Refining Co., 286 F. 2d 832 (4th Cir. 1960), although a private suit under the antitrust laws,

Osbori v. Sinclair Refining Co., 286 F. 2d 832 (4th Cir. 1960), although a private suit under the antitrust laws, dealt with a sales commission contract similar to the one before us. Osborn, a dealer, charged that his lease was cancelled because he had not purchased sufficient quantities of Goodyear TBA. The court of appeals held that an illegal "arrangement or condition," a tie-in, existed between the oil company and its dealers which permitted the plaintiff to recover. Although the court was not specifically concerned with the legality of the Goodyear-Sinclair sales commission contract, it held that, "the Goodyear TBA was tied to the lease and the sale of the gasoline." Chief Judge Sobeloff characterized the arrangement thus:

The perniciousness of the imposed tie-in is aggravated by the fact that the defendant [Sinclair] is not even in the business of selling the tied products, but is employing its economic power in the gasoline industry to force his dealers to do business with a supplier in another industry under an arrangement that yields the defendant an extraneous revenue. The defendant in this case goes a step further than the supplier in the usual tie-in case, for here the tied product is not even handled or sold by the defendant, but it farms out to another, for a price, its coercive economic power.

[fol. 3693] We think this an apt characterization of the Goodyear-Atlantic sales commission system.

It is true that Goodyear's contract with Atlantic in itself has no tying features. Only when the contract is considered contextually with the oil company-dealer relationship and the economic power that Atlantic has over its dealers does its tying feature emerge. Manifestly, the system was designed to exploit Atlantic's created and controlled service station market. The Commission properly, we think, decided that the system integrates Atlantic's economic power over its service station market into the Goodyear TBA distribution system, thus giving Goodyear, for a price, a captive market.

As pointed out in McElhenney Co. v. Western Auto Supply Co., 269 F. 2d 332 (4th Cir. 1959), an illegal understanding (such as a tying arrangement) may be implied from a course of dealing between the parties. Here, the tying arrangement is the sales commission system operated by Goodyear and Atlantic. In its narrower aspects the system is a tying arrangement because it requires the buyer of one product, the service station dealer who purchases Atlantic gasoline, to buy another line of merchandise, Goodyear TBA. Surrender by the dealer of his freedom to choose between brands of TBA is per se illegal if a "not insubstantial" amount of interstate commerce is affected. Northern Pac. Ry. v. United States, 356 U. S. 1 (1958); International Salt Co. v. United States, 332 U. S. 392 (1947).

Appraising the broader aspects of the system as a tying arrangement, we think the Commission correctly determined that the system injures competition in the distribution of TBA at the manufacturing, wholesale, and retail levels. Interbrand competition for the Atlantic service station TBA market is foreclosed to Firestone in Goodyear's territory and Goodyear is foreclosed from selling to the service stations in Firestone's territory. Moreover, the record substantiates the Commission's finding that suppliers of TBA competing with Goodyear and Firestone are substantially foreclosed from selling their products to Atlantic dealers. Atlantic's service station market is fenced off

so as to make it unavailable to both manufacturers and

wholesalers of competing brands.

Intrabrand competition is perhiciously affected. Restraint results inevitably from the designation of a single [fol. 3694] supply point for TBA sales to the Atlantic dealer. Other Goodyear wholesalers cannot compete with the supply point dealer for the business of the Atlantic service stations in his territory.<sup>5</sup>

We are convinced that the Commission correctly analyzed the sales commission system and found, in effect; a tying arrangement inherently anticompetitive. It is anticompetitive largely because competition for the business of the individual service station is replaced by competition for the

oil company's domination of its dealers.

The Commission found that service stations constitute a large and necessary market for TBA and evaluated the Goodyear-Atlantic sales commission system in relation to Atlantic's seventeen-state service station TBA market. Atlantic has nearly seven thousand service stations in this territory. As of 1955 Goodyear had signed TBA contracts with 2.183 of the 2.248 Atlantic service stations in the eight-state territory assigned it. As of 1955 Firestone had signed virtually all the 4.698 Atlantic stations in the ten-state area assigned it. Goodvear's TBA sales to Atlantic dealers rose from approximately two and one-half million dollars in 1951 to more than five and one-half million dollars in 1955. Firestone's sales to Atlantic dealers increased from \$3,243,350 in 1951 to \$5,562,936 in 1955. Total Goodyear and Firestone sales under the Atlantic contracts from June, 1950 to June, 1956 was more than \$52,-000,000. Atlantic's stations constitute 3.4 per cent of the total number of service stations in the United States and it sells 2.5 per cent of the gasoline sold in the nation.

We believe the foregoing facts adequately demonstrate that a substantial amount of commerce has been affected by Atlantic's contracts with Goodyear and Firestone. These facts also demonstrate that Atlantic has sufficient economic

<sup>&</sup>lt;sup>5</sup> Of the 1,155 independent Goodyear dealers in Atlantic's marketing area, only 128 were acting as supply points for Atlantic service stations.

power in the gasoline market to restrain a substantial amount of commerce in the service station TBA market within the territory serviced by Atlantic. Therefore, the Goodyear-Atlantic sales commission system is within the "substantiality of economic effect on commerce" test defined in Northern Pac. Ry. v. United States, supra, and Standard Oil Co. v. United States, 337 U. S. 293 (1949). Cf. Osborn v. Sinclair Refining Co., supra.

[fol. 3695]

Goodyear contends that the provision in the Commission's order prohibiting it from entering into sales commission contracts with any oil company is not supported by substantial evidence. Atlantic makes a similar contention that the order is too broad because it prohibits the oil company's participation in a sales commission arrangement with any TBA supplier.

We think the Supreme Court answered petitioners' contentions in F.T.C. v. Ruberoid Co., 343 U. S. 470, 473

(1952), when it said:

Orders of the Federal Trade Commission are not intended to impose criminal punishment or exact compensatory damages for past acts, but to prevent illegal practices in the future. In carrying out this function the Commission is not limited to prohibiting the illegal practice in the precise form in which it is found to have existed in the past. If the Commission is to attain the objectives Congress envisioned, it cannot be required to confine its road block to the narrow lane the transgressor has traveled; it must be allowed effectively to close all roads to the prohibited goal, so that its order may not be by-passed with impunity.

Petitioners' contention that the Commission's findings are inadequate and do not meet the requirements of section 8 of the Administrative Procedure Act, 5 U.S.C. § 1007(b), is without merit.

Moreover, we are not persuaded by Atlantic's contention that the hearing examiner, in making his decision, considered evidence outside the record since he heard a similar complaint filed against Firestone and Shell Oil Company; nor are we persuaded by Goodyear's contention that the finding of the violation against it is based on evidence admitted against Atlantic but struck as to Goodyear. While the examiner received evidence concerning both the Firestone-Atlantic and the Firestone-Shell sales commission contracts, we are satisfied that the findings of both the examiner and the Commission were based on proper and sufficient evidence and that there was no denial of procedural due process.

The Commission's order is affirmed and will be enforced.

[fol. 3696]

IN THE UNITED STATES COURT OF APPEALS

FOR THE SEVENTH CIRCUIT Chicago, Illinois, 60610

Before Hon. Elmer J. Schnackenberg, Circuit Judge, Hon. Latham Castle, Circuit Judge, Hon. Luther M. Swygert, Circuit Judge.

Petitions for review of an order of the Federal Trade Commission.

Nos. 13339, 13340

THE GOODVEAR TIRE & RUBBER COMPANY, THE ATLANTIC REFINING COMPANY, Petitioners,

VS.

FEDERAL TRADE COMMISSION, Respondent.

## JUDGMENT-April 24, 1964

This cause came on to be heard on the petitions for review of an order of the Federal Trade Commission and the transcript of the record from the Federal Trade Commission, and was argued by counsel. On consideration whereof, it is ordered by this Court that the order entered in this cause by the Federal Trade Commission on March 9, 1961, be, and the same is hereby Affirmed, and the order will be enforced, in accordance with the opinion of this Court filed this day. Upon presentation an appropriate decree will be entered.

[fol. 3697] [File endorsement omitted]  $\bigcirc$ 

IN THE UNITED STATES COURT OF APPEALS
FOR THE SEVENTH CIRCUIT

No. 13339

THE GOODYEAR TIRE & RUBBER COMPANY, Petitioner,

v.

FEDERAL TRADE COMMISSION, Respondent.

FINAL DECREE AFFIRMING AND ENFORCING ORDER
TO CEASE AND DESIST—May 20, 1964

The Goodyear Tire & Rubber Company, a corporation, petitioner herein, having filed in this Court on May 10, 1961, a petition to review and set aside an order to cease and desist issued against it on March 9, 1961, by the Federal Trade Commission, respondent herein, in a proceeding before it entitled "In the Matter of The Goodyear Tire & Rubber Company, a corporation, and The Atlantic Refining Company, a corporation, Docket No. 6486;" and a copy of said petition having been served upon respondent; and the respondent having thereafter certified and filed in this Court a transcript of the entire record in said proceeding; and the matter having been heard by this Court on briefs and oral argument on January 9, 1964, and this [fol. 3698] Court having rendered its decision on April 24, 1964:

Now, Therefore, It Is Hereby Ordered, Adjudged and Decreed that the prayer of the aforesaid petition to set

aside the order of the Federal Trade Commission as to the petitioner herein be, and it hereby is, denied;

It Is Further Ordered, Adjudged and Decreed that the order to cease and desist of the Federal Trade Commission be, and it hereby is, affirmed and that petitioner be, and it hereby is, commanded forthwith to oney said order and to comply therewith.

By the Court.

Elmer J. Schnackenberg, Circuit Judge, Latham Castle, Circuit Judge, Luther M. Swygert, Circuit Judge.

Entered: May 20 1964

[fol. 3699] Clerk's Certificate to foregoing transcript (omitted in printing).

[fol. 3700]

No. 296, October Term, 1964

THE GOODYEAR TIRE & RUBBER COMPANY, Petitioner,

V.

FEDERAL TRADE COMMISSION.

ORDER ALLOWING CERTIORARI—December 14, 1964

The petition herein for a writ of certiorari to the United States Court of Appeals for the Seventh Circuit is granted, and the case is placed on the summary calendar.

And it is further ordered that the duly certified copy of the transcript of the proceedings below which accompanied the petition shall be treated as though filed in response to such writ.